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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91204897
Party	Defendant Laguna Lakes Community Association, Inc.
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Date	10/17/2014
Attachments	Motion to Strike Marino Deposition.pdf(157698 bytes) Declaration for Motion to Strike.pdf(20350 bytes) Exhibit 1.pdf(535941 bytes) Exhibit 2.pdf(324401 bytes) Exhibit 3_Part1.pdf(5504944 bytes) Exhibit 3_Part2.pdf(4922688 bytes) Exhibit 3_Part3.pdf(5612682 bytes) Exhibit 3_Part4.pdf(4810255 bytes) Exhibit 3_Part5.pdf(3109870 bytes) Exhibit 4.pdf(111952 bytes) Exhibit 5.pdf(35624 bytes) Exhibit 6.pdf(87857 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

John Gerard Marino,	)	Consolidated Opp. No. 91/204,897
	)	91/204,941
Opposer,)	
)	
v.	)	<u>MOTION TO STRIKE TRIAL</u>
	)	<u>TESTIMONY OF JOHN GERARD</u>
Laguna Lakes Community Association,	)	<u>MARINO, INCLUDING EXHIBITS</u>
Inc.,)	
)	
Applicant.)	

Pursuant to 37 C.F.R. § 2.123 (e)(3) and TBMP §§ 533.02 and 702.01, Applicant, Laguna Lakes Community Association, Inc., moves to strike the testimony of Opposer, John Gerard Marino (“Opposer” or “Marino”), including the exhibits introduced therein [62 TTABVUE] (“Marino Tr.”). During his trial deposition, Opposer completely “sandbagged” Applicant by introducing documents and evidence **for the first time** and despite Applicant’s request during the discovery phase **months, even years earlier**.

The intent behind Opposer’s conduct is transparent: conceal and withhold evidence in order to gain an advantage during trial. Fully aware that Applicant’s lead trial counsel was appearing by telephone, Opposer not only failed to provide any exhibits in advance, but also in effect failed to even provide exhibits during the testimony.¹ When pressed, Opposer’s counsel doubled down. In response to Applicant’s objection, Opposer’s counsel declared he was going to do things his “way.” *See* Marino Tr. at pp. 5:24 – 6:3 (“No. I’m not going to do it that way [i.e. send copies of the exhibits requested in discovery that should have been sent before trial]. I’m not prepared to do it that way. I’m going to describe the exhibits. There’s copies here for the

¹ Opposer would only provide copies of exhibits to Applicant’s “observer” counsel in Florida, not lead counsel that made objections and cross-examined Opposer. Applicant’s “observer” counsel could only send all of the exhibits to lead counsel the next day.

attorney who is here to take a look.”); *id.* at p.107:21-25 (“This is supposed to be trial testimony; so you got the exhibits here. Your counsel or your co-counsel's got copies of everything, you can ask about whatever you want to ask about.”).

In some instances, the evidence purposely concealed by Opposer contained inadmissible, out of court statements and annotations made by him before trial, which were then inappropriately read (nearly verbatim) into the record during direct testimony. *See, e.g.,* Marino Tr. at p. 7:17-23 (Opposer maintaining that annotations in red lettering were his). Opposer discussed (and at times merely recited) red annotations such as those in the below excerpt from **Exhibit 1** (claimed to be merely “a copy of [one of] the original trademark application[s]” by Opposer and his counsel – *see* Marino Tr. at pp. 6:6-10; 7:7-9):

PHONE	239-434-1101
EMAIL ADDRESS	trademarks@bmdllc.com
WEBSITE ADDRESS	www.lagunalakes.com ← Website of Transeastern Homes, NOT LLCA
LEGAL ENTITY INFORMATION	
*TYPE	CORPORATION
* STATE/COUNTRY OF INCORPORATION	Florida
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	035
IDENTIFICATION	Association services, namely, promoting the interests of homeowners and condominium associations, managing the business affairs of the common community association of the HOAs and condominium association comprising the Laguna Lakes community and promoting the use of and managing the maintenance of the real estate and improvements thereon owned by the community association.
*FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 10/06/2003 ← First use by Transeastern Homes, NOT LLCA
FIRST USE IN COMMERCE DATE	At least as early as 10/06/2003
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	spec-7411823817-154501865 - Lakes Lakes Community Assoc.Website_page.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT1\IMAGEOUT\11\854\119\85411955\xml\1\FTK0003.JPG
SPECIMEN DESCRIPTION	First page of Laguna Lakes Community Association website - www.lagunalakesassociation.com ← This website did NOT even come into existence until 8/26/2006
ADDITIONAL STATEMENTS SECTION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	

Again, it is clear why the exhibits were not provided to Applicant. At best, the annotations are merely inadmissible hearsay. At worst, the annotations resulted from conversations with counsel amounting to inappropriate coaching of a witness during trial.

The coaching did not stop with the exhibits. Opposer, the witness, was also coached by his counsel throughout the trial deposition. For example:

Q. You don't necessarily own the trademark; correct?

A. That's correct. My understanding of the trademark logo I would have to be either the creator, or I would have to be the owner.

MR. BEHREN: Again, I'm going to move to strike. Stop testifying about legal conclusions. You're not a lawyer. You're not supposed to be testifying here about legal matters. You're supposed to be testifying about factual matters.

See Marino Tr. at p. 106:3-12. At times, the opposite was true – with Opposer pointing out questions for his attorney to ask:

MS. HASTINGS: Again, the witness [Opposer] is communicating with his lawyer, telling him what to ask about.

MR. BEHREN: The record -- you know, I'm not going to let the record reflect something that didn't reflect. He's handing me back exhibits.

MS. HASTINGS: No. He's pointing to you and telling you, "You forgot to ask this about this. You forgot to ask about this."

MR. BEHREN: He's asking -- he's handing me back exhibits.

MS. HASTINGS: He's doing more than that.

Id. at p. 24:24 – 25:4.

Applicant brings all of this to the Board's attention merely to show just how outrageous Opposer's conduct was during his trial deposition. While there may be instances where Opposer testified without relying on an exhibit (or his counsel's help), the totality of the circumstances

and egregiousness of Opposer's conduct tainted the entire trial deposition of Opposer, which must consequently be stricken in its entirety. Opposer and his attorney cannot seriously represent that their actions were taken in good faith or in compliance with Board Rules.

In short, the trial testimony and exhibits from Opposer's trial deposition should be stricken in their entirety given his blatant violations of Board Rules, including: (a) untimely production of his Pretrial Disclosures; (b) production of inadequate Pretrial Disclosures that were never supplemented despite having **over four (4) months to do so**;² and (c) inappropriate introduction of **documents during a testimony deposition that were never produced during discovery and never identified in his Pretrial Disclosures**, despite the fact that Applicant requested such documents nearly two (2) years ago during discovery.³ The Board recently disapproved of conduct even less appalling than that which transpired here:

Opposer's charge is that applicant "sandbagged" opposer by withholding probative and relevant information.

We agree with opposer's assessment of the situation. *** [O]pposer asked for and received some information and documents during discovery; opposer was under the impression, after contacting applicant about the completeness of the responses, that the information was complete. The problem is, however, that applicant relied upon more sales and customer information than it provided to opposer during discovery. *** Thus, applicant should not be permitted to rely on the evidence that it failed to produce during discovery when requested to do so. Opposer's objection to this portion of the record is sustained.

Universal Furniture Internatl., Inc. v. Welcome Industrial Corporation, Opp. No. 91180838, 2012 WL 8254586 at *2 (TTAB 2012). This Motion is supported by the below memorandum in support and the Declaration of Chad R. Rothschild attached hereto as "Exhibit A."

² The time between May 30, 2014, before which Opposer's counsel was busy with trial preparations (*see* 50 TTABVUE at ¶1), and October 2, 2014, when Opposer's counsel noticed the deposition of John Gerard Marino. *See* Rothschild Decl. at ¶6.

³ *See* Rothschild Decl. at ¶3.

MEMORANDUM IN SUPPORT

I. Introduction and Relevant Facts.

When the Board revised its Rules in 2007, it sent a strong message to practitioners that “trial by ambush” and guerrilla tactics would not be tolerated in Board proceedings, and that the new paradigm was voluntary disclosure. The Board also made it clear that there would be consequences for failing to disclose, and its subsequent decisions have affirmed its seriousness about the new Rules and the consequences for failing to comply with them.

Opposer’s trial testimony represents the culmination of months of sharp litigation tactics to do everything possible to delay and drive-up the cost of defending this case. Germane to this Motion, Opposer belatedly served his Pretrial Disclosures *two (2) weeks late* on May 1, 2014, the day his testimony period was scheduled to begin. *See* 2/3/14 Order [47 TTABVUE] at p. 8 (setting April 15, 2014 as Opposer’s Pretrial Disclosures due date); Rothschild Decl. at ¶5. Among almost a dozen witnesses, Opposer listed himself among the witnesses he expected to testify at trial, but failed to provide “a general summary or list of subjects on which [any of them was] expected to testify,” and only provided a general list of documents (non-specific to each witness) which may be introduced during trial. *See* Rothschild Decl. at ¶6. As such, in lieu of the general summary required to be in his Pretrial Disclosures, Applicant relied on Opposer’s Rule 26(a) Initial Disclosures as setting the confines of his trial testimony (“knowledge of information relating to his use of trademark and Applicant’s use of trademark”) and expected only those documents exchanged by the parties through written discovery to be used at trial. *See* Rothschild Decl. at ¶7.

Thereafter, the Board extended Opposer's testimony period (which originally closed on May 30, 2014) to recommence on October 3, 2014 and close on October 10, 2014. *See* 9/29/14 Order [58 TTABVUE] at p. 6. At that time, Opposer was ordered:

To the extent it is necessary for Opposer to supplement his pretrial disclosures, Opposer must do so immediately and serve its supplementation upon Applicant **before** he submits any evidence and/or takes any testimony during his reset testimony period.

Id. (emphasis sic). **Opposer entirely failed to do this under the guise that nothing had changed.** *See* Rothschild Decl. at ¶8. But indeed, things had changed. As more completely explained below, at trial, Opposer called only one witness to testify out of the 9 plus listed, and actually used additional documentary exhibits that had never been listed or provided to Applicant.

On October 2, 2014, the trial deposition of Opposer was noticed. *See* Rothschild Decl. at ¶9. After receipt of Opposer's deposition notice, Applicant "object[ed] to any attempt to try to enlarge the testimony, witnesses or evidence from [his] pretrial disclosures and discovery phase." *See* Rothschild Decl. at ¶10. Opposer **still failed** to supplement his Pretrial Disclosures or serve any additional documents. *See* Rothschild Decl. at ¶10. Despite the long list of witnesses contained in his un-supplemented Pretrial Disclosures, the only testimony taken was of Opposer,

Opposer's trial deposition proceeded on October 8, 2014. As had been done during discovery depositions, Applicant's trial counsel (Chad Rothschild) of the firm's Akron office appeared telephonically; one of Mr. Rothschild's colleagues with no familiarity about the case or trademark law, Kim Hastings (of the firm's Bonita Springs office), appeared in person merely to assist Mr. Rothschild.⁴ During his trial deposition, Opposer introduced exhibits **that were**,

⁴ This "observer" proved necessary given the inappropriate coaching and communication occurring between Opposer and his counsel throughout the trial deposition. *See, e.g., See* Marino Tr. at p. 106:3-12; *id.* at p. 24:24 – 25:4; *id.* at pp. 14:11 – 15:14.

shockingly, never produced to Applicant before the close of discovery or prior to trial –
namely:

- **Exhibit 1 (consisting of 4 pages: 62 TTABVUE pp. 120 - 123)** (incomplete copy of Trademark Application Serial No. 85/411,955 never produced during discovery or before trial containing annotations lacking foundation);
- **Exhibit 2 (consisting of 5 pages: 62 TTABVUE pp. 124 - 128)** (copy of Trademark Application Serial No. 85/411,343 never produced during discovery or before trial containing annotations lacking foundation);
- **Composite Exhibit 3 (consisting of 9 pages: 62 TTABVUE pp. 129 – 137)⁵**
 - Page 1 (ad produced in discovery by Opposer as “Exhibit 2,” *but containing new, never seen before annotations*);
 - Page 2 (picture never produced during discovery or before trial containing annotations);
 - Page 3 (copy of discount coupon never produced during discovery or before trial containing annotations);
 - Pages 4-5 (ad never produced during discovery or before trial containing annotations);
 - Page 7 (business card never produced during discovery or before trial containing annotations); and
 - Page 8 (ad produced in discovery by Opposer as “Exhibit 3,” *but containing new, never seen before annotations*).
- **Composite Exhibit 4 (consisting of 5 pages: 62 TTABVUE pp. 138 – 142)**
 - Page 1 (photograph produced in discovery by Opposer as “Exhibit 20,” *but containing new, never seen before annotations*);
 - Page 2 (letter produced in discovery by Opposer as “Exhibit 22,” *but containing new, never seen before annotations*);
 - Page 3 (memorandum produced in discovery by Opposer as “Exhibit 21,” *but containing new, never seen before annotations*); and
 - Pages 4-5 (photographs never produced in discovery or during trial containing annotations).
- **Composite Exhibit 5 (consisting of 19 pages: 62 TTABVUE pp. 143 - 161)**
 - Page 1 (a table, only portions of which were produced in discovery as “Exhibit 4,” *also containing a never seen before annotation*);
 - Page 2 (Internet printout *from June 11, 2014* that was not produced in discovery or before trial);
 - Pages 3-11 (corporate filing never produced in discovery or during trial containing annotations);
 - Pages 12-14 (Internet printouts that were not produced in discovery or before trial);
 - Page 15 (e-mail alert *from October 10, 2012* that was not produced in discovery or before trial);

⁵ Only page 6 of Composite Exhibit 3 [62 TTABVUE p. 135] was produced **as is** during discovery by Opposer.

- Page 16 (Internet printout produced in discovery by Opposer as “Exhibit 15,” *but containing new, never seen before annotations*);
- Page 17 (produced in discovery by Opposer as “Exhibit 14,” *but containing new, never seen before annotations*);
- Page 18 (screenshot of video that was not produced in discovery or before trial containing annotations); and
- Page 19 (Facebook printout that was not produced in discovery or before trial containing annotations).
- **Composite Exhibit 6 (consisting of 8 pages: 62 TTABVUE pp. 162 – 169)**
 - Pages 1-6 (Articles of Incorporation produced by Opposer during discovery as unlabeled “Exhibit 37,” *but containing new, never seen before annotations*);
 - Page 7 (not-for-profit corporation annual report that was not produced in discovery or before trial containing annotations); and
 - Page 8 (Who-is Record produced by Opposer during discovery by Opposer as “Exhibit 40,” *but containing new, never seen before annotations*).
- **Composite Exhibit 7 (consisting of 33 pages: 62 TTABVUE pp. 201 - 233)⁶**
 - Page 1 (printout of business card and receipt produced in discovery by Opposer as “Exhibit 23,” *but containing new annotations*);
 - Page 2 (domain name record produced in discovery by Opposer as “Exhibit 24,” *but containing new, never seen before annotations*);
 - Pages 3-5 (Invoice and postcards produced in discovery by Opposer as “Exhibit 26,” *but containing new, never seen before annotations*);
 - Page 26 (Amerivest Realty newspaper cutout produced in discovery by Opposer as “Exhibit 30,” *but containing new, never seen before annotations*);
 - Pages 28-30 (photographs *taken May 11, 2014* that were never produced in discovery or before trial containing annotations);
 - Page 31 (screenshot that was not produced in discovery or before trial); and
 - Pages 32-33 (postcard that was never produced in discovery or before trial).
- **Composite Exhibit 8 (consisting of 10 pages: 62 TTABVUE pp. 170 – 179)**
 - Page 1 (postcard, only the top half of which was produced during discovery by Opposer as “Exhibit 49”); and
 - Pages 2-10 (various documents and postcards which were never produced in discovery or before trial containing various annotations and highlights).
- **Composite Exhibit 9 (consisting of 9 pages: 62 TTABVUE pp. 180 - 188)**
 - Page 1 (website printout produced during discovery by Opposer as “Exhibit 10,” *but containing new, never seen before annotations*);
 - Pages 2-6 (third-party bankruptcy filings *dated March 2012 and May 21, 2013* that were never produced in discovery or before trial);

⁶ Only pages 6-25 (postcards) [62 TTABVUE pp. 206 – 225] and page 27 (picture of a sign) [62 TTABVUE p. 227] of Composite Exhibit 7 were produced **as is** during discovery by Opposer.

- Page 7 (Internet printout that was never produced in discovery or before trial containing annotations);
- Page 8 (e-mail produced during discovery by Opposer as “Exhibit 12,” *but containing new, never seen before annotations*); and
- Page 9 (Internet printout that was never produced in discovery or before trial containing annotations).
- **Composite Exhibit 10 (consisting of 12 pages: 62 TTABVUE pp. 189 – 200)**
 - Pages 1-3 (Board meeting minutes produced during discovery by Opposer as “Exhibit 35,” *but containing new, never seen before annotations*);
 - Page 4 (photograph never produced in discovery or before trial); and
 - Pages 5-7 (not-for-profit corporation annual reports produced during discovery by Opposer as “Exhibit 32” and “Exhibit 33,” *but containing new, never seen before annotations*).
 - Pages 8-10 (photographs and Internet printouts never produced in discovery or before trial containing annotations); and
 - Pages 11-12 (e-mail *from December 19, 2013* that was never produced in discovery or before trial containing various highlights).

It bears repeating that Applicant’s trial attorney did not even receive the exhibits until **after** the trial deposition was concluded, as Opposer only provided copies to Applicant’s “observer” counsel in Florida despite knowing that lead counsel would be attending telephonically. Having reviewed the exhibits, Applicant can confirm that some of the exhibits (e.g. Composite Exhibit 4, pg. 4-5; Composite Exhibit 8, pg. 2-10; Composite Exhibit 4, pg. 8-10) simply were not identified at all in the Pretrial Disclosures. Many others were identified but not produced before trial in the form utilized by Opposer.

In written discovery requests from Applicant (that Opposer responded to on November 19, 2012), Applicant specifically requested that Opposer “[i]dentify all exhibits [he] intend[ed] to introduce into evidence at trial,” and further requested production of copies of all documents identified or that reasonably should have been identified in his answers to Applicant’s interrogatories. *See* Rothschild Decl. at ¶3. Opposer responded that responsive documents would be produced. *See* Rothschild Decl. at ¶3. Opposer produced responsive documents on November 28, 2012, but **only produced page 6 of Composite Exhibit 3 and pages 6-25 and 27**

of Composite Exhibit 7, and apart from these, never produced the exhibits he intended to introduce into evidence during discovery and before trial. *See* Rothschild Decl. at ¶4. Thus when Opposer belatedly served his Pretrial Disclosures on May 1, 2014, except for page 6 of Composite Exhibit 3 and pages 6-25 and 27 of Composite Exhibit 7, Applicant could not have been aware of, and was not aware of, any of the exhibits marked during Opposer’s trial deposition. *See* Rothschild Decl. at ¶11. Because Opposer did not produce any additional documents to Applicant after his initial production on November 28, 2012, and never supplemented his Pretrial Disclosures as instructed by the Board in its 9/29/14 Order, Applicant’s counsel justifiably expected the documents identified in Opposer’s 5/1/14 Pretrial Disclosures to correspond with documents previously exchanged by the parties through written discovery. *See* Rothschild Decl. at ¶12.

Applicant cross-examined Opposer on October 8, 2014 under “protest while reserving the right to object to receipt of the testimony and the exhibits that have been marked in your direct examination.” Marino Tr. [62 TTABVUE] at p. 59:4-11. Applicant’s counsel also objected on the record that Opposer’s Pretrial Disclosures were served two (2) weeks late, and did not include a summary or list of subjects that Opposer was going to be testifying about. Marino Tr. at p. 59:12-21. Furthermore, as best he could due to his appearance by telephone (which Opposer’s counsel was aware of), Applicant’s counsel objected to documents not provided in advance or produced in discovery. *See, e.g.,* Marino Tr. at p. 16:4-5 (objection to Exhibit 3); Marino Tr. at p. 44:3-4 (objection to postcard); Marino Tr. at p. 56:19-21); Marino Tr. at p. 112:9-17) (global objection to all “documents admitted into evidence during direct examination that [were] not listed on pretrial disclosures and were not produced during discovery either”).

When Applicant's counsel tried to question Opposer about which exhibits were new, he was completely stone-walled by Opposer's counsel:

MR. BEHREN: No, we're not doing that. This is not a discovery -
- no. This is not a discovery deposition. This is supposed to be trial
testimony; so you got the exhibits here. Your counsel or your co-
counsel's got copies of everything, you can ask about whatever you
want to ask about. I'm not having him go through -- we're not
going back through and matching up document for document. He's
not doing it.

MR. ROTHSCHILD: I'll ask a question. That's fine.

BY MR. ROTHSCHILD:

Q. Mr. Marino, do you agree or disagree with me that all of the
exhibits that were labeled during your direct examination -- do you
agree or disagree with me that those were not all included in the
discovery documents you produced to us?

A. I have no idea.

Q. Well --

MR. BEHREN: And again, this is a discovery -- this is not a
discovery deposition, this is trial testimony.

MR. ROTHSCHILD: Well, Scott, it's a little trial by ambush using
new documents we've never seen before.

MR. BEHREN: He wouldn't be able to do that [identify documents
not produced]. This is not a discovery deposition; so move on to
another question.

See Marino Tr. at pp. 107:19 – 109:7. Rather than have the person who should be most knowledgeable about the documents (i.e. Opposer) identify what was produced during discovery, Applicant's counsel was reduced to wasting his time and client's money doing that for purposes of this Motion to Strike. While the fact that Opposer had "no idea" about which documents he produced in discovery compared to those that were chosen for use at trial is itself disturbing,

more importantly here is the fact that he and his counsel's complete failure to produce Exhibit 1, Exhibit 2, Composite Exhibit 3,⁷ Composite Exhibit 4, Composite Exhibit 5, Composite Exhibit 6, Composite Exhibit 7,⁸ Composite Exhibit 8, Composite Exhibit 9, or Composite Exhibit 10 from the trial deposition during discovery (or even before trial) is nothing short of intentional, "hide the ball" guerrilla tactics undertaken for the sole purpose of severely prejudicing Applicant through "trial by ambush" in direct violation the Board Order dated 9/29/14, **Such unprofessional conduct is simply inexcusable and should not be tolerated by this Board.**

Applicant now suspects that at least some of the exhibits used at trial were intentionally withheld by Opposer as purportedly "privileged . . . annotations to documents that [Opposer] prepared" to quote Opposer's counsel on **August 23, 2013**. *See* 48 TTABVUE at p. 113 [Hajicek 8/23/13 Discovery Depo. Tr. at pp. 40:22 – 41:11] *compared with* 62 TTABVUE at p. 9 [Marino Tr. at p. 7:19-23] (wherein Opposer explained during trial that annotations appearing on exhibits were his).

II. Law and Argument.

Taken together, these facts compel the conclusion that Opposer's testimony should be stricken. Opposer did not comply with the pretrial disclosure rules, he did not comply with the discovery rules, and he did so precisely to ambush Applicant at trial. There is simply no good-faith excuse for Opposer's conduct. Applicant, for its part, was reduced to "winging it" at Opposer's testimony because it was truly facing the kind of "trial by ambush" that the Board's disclosure rules were intended to prevent. Even though page 6 of Composite Exhibit 3 and pages 6-25 and 27 of Composite Exhibit 7 (including corresponding testimony) may be seen as proper, any result other than striking Opposer's entire testimony would set a terrible precedent: it would

⁷ Apart from page 6 of Composite Exhibit 3.

⁸ Apart from pages 6-25 and 27 of Composite Exhibit 7.

signal that parties appearing before the Board can engage in guerrilla, “hide-the-ball” tactics that are designed to drive up the cost and expense of Board proceedings and face no consequences at all.

Trademark Rule 2.121(e) illustrates that “a pretrial disclosure is an independent requirement of the rules and not one that can be ignored simply because some information about a testifying individual may be known by the adverse party or parties. * * * [T]he disclosure of the name of each prospective witness still must be made, along with identifying information, a summary of subjects on which the witness will or may testify and a summary of the types of documents or exhibits that will or may be introduced during the testimony.” *Jules Jurgensen/Rhapsody, Inc. v. Peter Baumberger*, 91 U.S.P.Q.2d 1443 (TTAB 2009). In this case, “a summary of subjects on which the witness will or may testify” was never provided – just Opposer’s name; the “pretrial disclosure is an independent requirement of the rules and not one that can be ignored simply because some information about a testifying individual may be known by the adverse party” (i.e. Opposer’s Rule 26(a) Initial Disclosures). Furthermore, the “summary of the types of documents or exhibits” in the Pretrial Disclosures only related to documents produced during discovery and **did not include the exhibits actually used by Opposer during trial**. Opposer should have produced those documents when he served his Pretrial Disclosures on May 1, 2014 (or in supplemental disclosures as ordered by the Board) in order to comply with his duty to supplement discovery responses. Of course, to Applicant’s extreme detriment and prejudice, that did not occur.

Similarly, Opposer should not be permitted to rely on trial exhibits and related testimony that was not produced during discovery. “Documents not produced until after the start of trial generally are stricken when the documents are within the scope of documents requested but not

produced during discovery.” *Anita Dhaliwal v. DVD World Pictures Corp.*, Opp. No. 91167207, 2011 WL 3533287 at *2 (TTAB 2011) (citing *Panda Travel, Inc. v. Resort Option Enterprises, Inc.*, 94 USPQ2d 1789 (TTAB 2009); *ConAgra Inc. v. Saavedra*, 4 USPQ2d 1245, 1247 n.6 (TTAB 1987); and *National Aeronautics and Space Administration v. Bully Hill Vineyards Inc.*, 3 USPQ2d 1671, 1672 n.3 (TTAB 1987)) (granting motion to strike with respect to advertising flyer not produced prior to trial). The situation presented here is akin to that in *Panda Travel, Inc.*, wherein the Board discussed that:

Discovery is not an opportunity for opposer to harass applicant with subterfuge and delay. As indicated above, the parties are required to cooperate during discovery and each party has a duty to make a good faith effort to satisfy the discovery needs of its adversary. Under the particular circumstances of this case, there was no excuse for the production of documents after trial began. Accordingly, applicant's motion to strike is granted to the extent that we will only consider opposer's documents served prior to the opening of opposer's testimony period

Panda Travel, Inc., supra. The onus to supplement production of documents intended for use at trial falls squarely on Opposer. See *Quality Candy Shoppes/Buddy Squirrel of Wisconsin Inc. v. Grande Foods*, 90 U.S.P.Q.2d 1389 (TTAB 2007) (“A party is required to respond completely to discovery to the best of its ability and to supplement discovery responses as soon as it becomes aware of new information.”); see also *Anita Dhaliwal*, 2011 WL 3533287 at *2 (explaining that “[b]ecause discovery had closed and trial had commenced, [the Board did] not understand opposer's rationalization (i.e., faulting applicant for not taking follow-up discovery) for why the document should be treated as properly part of the evidentiary record”).

Because Opposer did not produce any of his trial exhibits during discovery prior to trial,⁹ the exhibits to Opposer’s trial testimony should be stricken. Furthermore, Opposer’s direct testimony was virtually entirely verbatim based on the exhibits used at trial (and the annotation

⁹ Apart from page 6 of Composite Exhibit 3 and pages 6-25 and 27 of Composite Exhibit 7.

reminders and discussion points he says he wrote to himself **that were never produced to Applicant**). Only after Applicant reviewed Opposer's trial testimony and belatedly received copies of the exhibits was it apparent that Opposer was essentially reading directly from never before produced exhibits.

III. Conclusion.

In sum, Applicant had not seen the above-discussed exhibits *in advance* so it was impossible to cross-examine him properly on them. The exhibits used were those documents that Opposer, after the discovery period, unilaterally decided to put into the record. Applicant could not cross-examine Opposer on the full scope of these documents because they were never produced until the middle of Opposer's testimony on direct examination during trial. Nor could Applicant effectively cross-examine Opposer on any topics because Applicant was not provided with a general summary of topics that Opposer would be testifying about at trial. These sharp practices were unfair and they adversely infected the integrity of Opposer's testimony. *See* Rothschild Decl. at ¶13.

When the Board considers "all the relevant circumstances," it is clear that Opposer has failed to comply with the letter and the spirit of the Board's pretrial disclosure and discovery rules, that this has caused extreme prejudice to Applicant, and that it has infected the integrity of Opposer's testimony. For all of these reasons, Applicant requests that Opposer's testimony be stricken in its entirety.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of October, 2014 a copy of the foregoing *Motion to Strike Trial Testimony of John Gerard Marino, Including Exhibits* was served by e-mail upon:

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/s/ Chad R. Rothschild

One of the Attorneys for Applicant

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

John Gerard Marino,)	
)	
Opposer,	)	Consolidated Opp. No. 91/204,897
	)	91/204,941
)	
v.)	
)	
Laguna Lakes Community Association, Inc.,	)	DECLARATION OF CHAD R.
	)	ROTHSCHILD IN SUPPORT OF
	)	MOTION TO STRIKE
Applicant.)	

Pursuant to 28 U.S.C. § 1746, Chad R. Rothschild declares as follows:

1. I have personal knowledge regarding the facts set forth in this Declaration, and this Declaration is based upon my personal knowledge.

2. I am an attorney with the law firm of Brennan, Manna & Diamond, LLC (“BMD”), and BMD represents Applicant, Laguna Lakes Community Association, Inc. (“Laguna Lakes”) in this Consolidated Opposition Proceeding No. 91/204,897.

3. In written discovery requests from Applicant (*see* Exhibit 1 attached hereto) that Opposer responded to on November 19, 2012 (*see* Exhibit 2 attached hereto), Applicant specifically requested that Opposer “[i]dentify all exhibits [he] intend[ed] to introduce into evidence at trial” (*see* Ex. 1, Interrogatory No. 27) and further requested production of copies of all documents identified or that reasonably should have been identified in his answers to Applicant’s interrogatories (*see* Ex. 1, Request for Production No. 1). Opposer responded that responsive documents would be produced (*see* Ex. 2, Response to Request for Production No. 1).

4. Opposer produced responsive documents on November 28, 2012 (*see* Exhibit 3 attached hereto), but only produced page 6 of Composite Exhibit 3 and pages 6-25 and 27 of

Composite Exhibit 7 to Opposer's trial testimony, and apart from these documents never produced or identified any exhibits he intended to introduce into evidence before trial.

5. Opposer, John G. Marino, served his Pretrial Disclosures on May 1, 2014 (*see* 5/1/14 e-mail and Pretrial Disclosures attached hereto as Exhibit 4).

6. In his Pretrial Disclosures, Opposer listed himself among the witnesses he expected to testify at trial, but failed to provide a general summary or list of subjects on which Opposer was expected to testify, and only provided a general list of documents (non-specific to each witness) which may be introduced during trial.

7. In lieu of the general summary required to be in his Pretrial Disclosures, Applicant relied on Opposer's Rule 26(a) Initial Disclosures as setting the confines of his trial testimony ("knowledge of information relating to his use of trademark and Applicant's use of trademark") and expected only those documents exchanged by the parties through written discovery to be used at trial.

8. Before his recommenced testimony period, Opposer failed to supplement his Pretrial Disclosures as ordered by the Board before submitting evidence and taking any testimony during his reset testimony period.

9. After his testimony period was reset by the Board, Applicant received a Notice of Deposition for Opposer on October 2, 2014 (*see* Notice of Deposition attached hereto as Exhibit 5).

10. After receipt of Opposer's deposition notice, Applicant "object[ed] to any attempt to try to enlarge the testimony, witnesses or evidence from [his] pretrial disclosures and discovery phase" (*see* 10/2/13 e-mail attached hereto as Exhibit 6). Opposer still failed to supplement his Pretrial Disclosures or serve any additional documents.

11. Because Opposer only produced page 6 of Composite Exhibit 3 and pages 6-25 and 27 of Composite Exhibit 7 to Opposer's trial testimony prior to trial, when Opposer belatedly served his Pretrial Disclosures on May 1, 2014, except for these portions of Composite Exhibit 3 and Composite Exhibit 6 to Opposer's trial testimony, Applicant could not have been aware of, and was not aware of, any of the exhibits marked during Opposer's trial deposition.

12. Because Opposer did not produce any additional documents to Applicant after his initial production on November 28, 2012, and never supplemented his Pretrial Disclosures as instructed by the Board in its 9/29/14 Order, Applicant's counsel justifiably expected the documents identified in Opposer's 5/1/14 Pretrial Disclosures to correspond with documents previously exchanged by the parties through written discovery.

13. Except for page 6 of Composite Exhibit 3 and pages 6-25 and 27 of Composite Exhibit 7 to Opposer's trial testimony, Applicant had not seen any of the exhibits to Opposer's deposition in advance, so it was impossible to cross-examine him properly on them. The exhibits used at the testimony reflected those documents that Opposer, after the discovery period, decided to put into the record. Applicant could not cross-examine Opposer on the full scope of these documents because they were never produced until the middle of Opposer's testimony on direct examination during trial. Applicant could not effectively cross-examine Opposer on any topics because Applicant was not provided with a general summary of topics that Opposer would be testifying about at trial. These sharp practices were unfair and they adversely infected the integrity of Opposer's testimony.

14. I declare under penalty of perjury that the foregoing is true and correct. Executed on the 17th day of October, 2014.

DECLARANT FURTHER SAYETH NAUGHT.

/s/ Chad R. Rothschild
CHAD R. ROTHSCHILD

**Exhibit 1 to
Rothschild Declaration**

Chad Rothschild

From: Chad Rothschild
Sent: Thursday, November 08, 2012 5:03 PM
To: scott.behren@gmail.com; scott@behrenlaw.com
Cc: 'W. Scott Harders (wsharders@bmdllc.com)'; Donna Flammang
Subject: Marino v. Laguna Lakes - Amended First Set of Discovery Requests
Attachments: 2012.11.8 Ltr to S. Behren.pdf; Applicant's Amended First Set of Int, RFP, and RFA 11.8.12.pdf; Laguna Lakes amended 1st set of Rgs, RFP and RFA to Marino 11.8.12.docx

Scott,

Please find attached Laguna Lakes' Amended First Set of Interrogatories, Requests for Production, and Requests for Admission to Opposer. Please let me know if you have any questions or concerns. We look forward to receiving Mr. Marino's responses by Monday, November 19.

Thanks,
Chad

Chad Rothschild
Attorney | Brennan, Manna & Diamond, LLC
75 East Market St. | Akron, OH 44308
Direct Phone 330-253-4766 | Direct Fax 330-253-4788
crothschild@bmdllc.com | www.bmdllc.com

From: Chad Rothschild
Sent: Friday, September 28, 2012 4:49 PM
To: scott@behrenlaw.com; scott.behren@gmail.com
Cc: 'W. Scott Harders (wsharders@bmdllc.com)'; Donna Flammang
Subject: Marino v. Laguna Lakes - Initial Disclosures and Discovery Requests

Attorney Behren,

Please find attached Laguna Lakes' Initial Disclosures and First Set of Discovery Requests. Hard copies of the same are being mailed to you. Please provide us with responses to the Discovery Requests within 30 days from today – on or before Monday, October 29.

Best regards,
Chad

Chad Rothschild
Attorney | Brennan, Manna & Diamond, LLC
75 East Market St. | Akron, OH 44308
Direct Phone 330-253-4766 | Direct Fax 330-253-4788
crothschild@bmdllc.com | www.bmdllc.com

2. If your response to any of the Requests for Admission below is anything other than an unqualified admission, please state all facts upon which your denial was based, including the names(s), address(es) and telephone number(s) of all witnesses who may have information supporting those facts and identify all documents upon which each denial is based.

3. Under Rule 33 of the Federal Rules of Civil Procedure, each Interrogatory must be answered separately and fully under oath. When an Interrogatory requests that Marino identify a document, state the content of the document, the date of the document, and the identities of the persons referred to in the document.

4. If you object to providing the answer to any individual Discovery Request, in whole or in part, please state clearly the basis for the objection. If a privilege is claimed, please identify any document or communication for which a privilege is claimed, and set forth the nature of the privilege asserted and produce a privilege log for review and in camera inspection.

5. These Discovery Requests are deemed to be continuing and Marino shall be obligated to seasonably change, supplement and amend his answers as prescribed by Rule 26 of the Federal Rules of Civil Procedure. Any failure by Marino to respond to these Discovery Requests may subject Marino to sanctions under Rule 37 of the Federal Rules of Civil Procedure.

6. If a request is made for the identification or production of documents which are no longer in the possession or subject to the control of Marino, please state when such documents were most recently in the possession or subject to the control of Marino, what has become of them, and identify the persons presently in possession or control of the documents. If any documents have been destroyed, please state when such documents were destroyed, identify the person who destroyed the documents and the person who directed that the documents be destroyed, and state the reason(s) the documents were destroyed.

7. When an Interrogatory requests that Marino identify a natural person, state the person's name, home address and telephone number, business address and telephone number, employer, and job title.

8. The documents requested shall be presented for inspection and/or copying at the office of Brennan, Manna & Diamond, LLC, 75 E. Market Street, Akron, Ohio 44308, by Donna M. Flammang, W. Scott Harders, and Chad R. Rothschild, Attorneys for Laguna Lakes.

DEFINITIONS

For purposes of these Discovery Requests, the following definitions shall apply:

1. The term "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association or any other juristic entity.

2. The term "Opposer," "John Gerard Marino," "you" or "your" shall mean Opposer, John Gerard Marino, and unless otherwise directed, shall include any predecessors, directors, officers, employees, agents, representatives, attorneys or other persons acting, or purporting to act, on behalf of Opposer. Where a response to a Discovery Request calls for information from or identification of persons other than or in addition to Opposer, documents should be produced which identify each person separately even if within the group of persons making up the definition of "Opposer" herein.

3. The term "Marino" means "John Gerard Marino."

4. The term "Applicant" or "Laguna Lakes Community Association, Inc." means Applicant, Laguna Lakes Community Association, Inc., and unless otherwise directed, shall include any predecessors, officers, directors, employees, agents, representatives, attorneys, or other persons acting, or purporting to act, on behalf of Applicant. Where a response to a Discovery Request calls for information from or identification of persons other than or in addition to Applicant, documents should be produced which identify each person separately even if within the group of persons making up the definition of "Applicant" herein.

5. As used herein, the term "document" includes any tangible thing from or on which information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means regardless of technology or form, including but not limited to any written, printed, typed, recorded, or other graphic matter of any kind or nature, and all mechanical and electrical sound, visual or audio-visual recordings and any transcripts thereof, all copies of any document by any means, and computer files in the possession, custody, and/or control of Opposer, its lessees, tenants, officers, directors, servants, agents, and counsel. It shall also be defined to be synonymous in meaning and equal in scope to the usage of this term in Fed.R.Civ.P. 34(a), including but not limited to any "thing" or "tangible things" which may not otherwise be considered "documents" as defined above. A draft or non-identical copy is a separate document within the meaning of this term.

6. Where a "Person" required to be identified is a juristic entity, documents should be produced pertaining to the entity's full name, present or last known address, and the state and date of incorporation, if any; and where a "Person" required to be identified is an individual,

documents should be produced pertaining to the Person's full name, present or last known address and phone number, and present or last known title and place of employment.

7. The word "identify", when used in reference to a thing, means and includes producing information or documents pertaining to the name and address of the custodian of the thing, the location of the thing, and a general description of the thing, including common and commercial name, model or version number or similar identifier, and the believed manufacturer, distributor and inventor of the thing. When used in reference to an advertisement or promotional item, it shall also mean to produce information or documents pertaining to the nature of each such item and the medium or other manner (including, but not limited to, radio, television, internet, magazines, newspaper, leaflets, mailings, telephone listings of telephone book advertisements, signs, and banners) in which published or otherwise disseminated; the title and date of each publication, issue, broadcast, etc., in which such item appeared, including page numbers or other location/time references, or, if appropriate, the specific locations to which said items were disseminated, published, and/or at which said items appeared, and for each such location, the date(s) during which said items were disseminated, published, and/or at which said items appeared, as well as the identify the persons or class of consumers to whom each such item was directed, e.g. the general public; and the persons and/or organizations responsible for the creation, layout, and design of each.

8. The word "identify", when used in reference to a fact, an event, omission, or action or activity of any kind, or in reference to the identification of a person, document or thing, means and includes producing information or documents pertaining to those individuals and persons involved, the pertinent dates and locations involved, and a description of the subject matter and event, omission, act, etc. sufficient to form an understanding of what is being identified, and how and why it is responsive to the Discovery Request in question.

9. The words "pertain(s) to" or "pertaining to" mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, supports, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

10. The word "inquiry", when pertaining to use or registration of a mark, shall include each preliminary, availability, dilution, validity, infringement, or other trademark search or inquiry.

11. The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation."

12. In each of the following Discovery Requests, the masculine includes the feminine and the neuter, and the neuter includes both the masculine and the feminine.

13. The terms "all" and "each" shall be construed as all and each to bring within the scope of the Request all responses that might otherwise be construed to be outside of the scope.

14. "Date" shall mean the exact date, month and year, if ascertainable or, if not, the best approximation of the date (based upon relationship with other events).

15. "Advertising" or "Advertisement" shall mean marketing, advertising, and promotion.

16. "Means of Promotion" shall mean each publication, catalog, brochure, flyer, menu, sign, display, item of advertisement, web page (by domain name), publicity material, promotional material, trade show attendance, electronic media advertising (e.g. television, radio) or other means of promotion.

17. The term "mark" or "trademark" shall mean and include trademark, service mark, logo, slogan, color scheme, trade dress, trade name, company name, business name, entity identifier, domain name or any mark, drawing or writing representative of an indicia of origin for any product or service or business. Marks including different elements such as wording, punctuation, type-styles, accompanying designs, and the like shall constitute different marks, thereby calling for separate responses where appropriate.

18. The "'343 Application" shall mean Trademark Application Serial Number 85/414,343.

19. The "'955 Application" shall mean Trademark Application Serial Number 85/411,955.

20. The term "Marks" refers to the marks set forth in the '343 Application and the '955 Application.

REQUESTS FOR ADMISSION & INTERROGATORIES

REQUEST FOR ADMISSION NO. 1:

Admit that Laguna Lakes, the real estate development in Fort Myers, Florida, existed prior to the date that Marino allegedly began using the trade name "Mr. Laguna Lakes."

RESPONSE:

INTERROGATORY NO. 1:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 2:

Admit that Marino first began using the trade name "Mr. Laguna Lakes," if at all, in July 2005, as alleged by you in the original Notice of Opposition to the '343 Application filed on April 28, 2012 and the original Notice of Opposition to the '955 Application filed on April 25, 2012.

RESPONSE:

INTERROGATORY NO. 2:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 3:

Admit that Marino lacks personal knowledge sufficient to assert that "Laguna Lakes never acquired any of the intellectual property rights, including the services marks or logos, of Transeastern [Properties, Inc.] or TOUSA, Inc. at any time."

RESPONSE:

INTERROGATORY NO. 3:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 4:

Admit that Marino did not use the trade name "Mr. Laguna Lakes" prior to October 6, 2003.

RESPONSE:

INTERROGATORY NO. 4:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 5:

Admit that Applicant first used in commerce the mark in the '343 Application at least as early as October 6, 2003.

RESPONSE:

INTERROGATORY NO. 5:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 6:

Admit that Applicant first used in commerce the mark in the '955 Application at least as early as October 6, 2003.

RESPONSE:

INTERROGATORY NO. 6:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 7:

Admit that Marino is not the true owner of the Marks.

RESPONSE:

INTERROGATORY NO. 7:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 8:

Admit that Marino is not harmed by Applicant's registration of the Marks.

RESPONSE:

INTERROGATORY NO. 8:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 9:

Admit that the Marks are not "merely geographically descriptive of a development and area in Ft. Myers, Florida."

RESPONSE:

INTERROGATORY NO. 9:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 10:

Admit that Marino never sought permission from Transeastern Properties Inc., TOUSA, Inc., or Applicant prior to his first use of the trade name "Mr. Laguna Lakes."

RESPONSE:

INTERROGATORY NO. 10:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 11:

Admit that initiation of Opposition Nos. 91/204,897 and 91/204,941 by Marino against Applicant constitutes violation of the Master Declaration for Laguna Lakes (the "Declaration"), recorded in Official Records Book 04083, Page 1622 of the Public Records of Lee County.

RESPONSE:

INTERROGATORY NO. 11:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 12:

Admit that Marino was not authorized to sell property in Laguna Lakes, the real estate development in Fort Myers, Florida, prior to October 6, 2003.

RESPONSE:

INTERROGATORY NO. 12:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

INTERROGATORY NO. 13:

Identify all factual evidence and other documents supporting the allegation that "Laguna Lakes only does business within the State of Florida and does no business in interstate commerce whatsoever."

RESPONSE:

INTERROGATORY NO. 14:

Identify all factual evidence and other documents supporting the allegation that "Marino is the prior user of the name Laguna Lakes and used it prior to [Applicant] and as early as April 2003."

RESPONSE:

INTERROGATORY NO. 15:

Identify all factual evidence and other documents supporting the allegation that only Transeastern Properties, Inc. and TOUSA, Inc., and not Applicant, utilized the mark "Laguna Lakes" prior to June 2007.

RESPONSE:

INTERROGATORY NO. 16:

Identify why you selected "Mr. Laguna Lakes" as the term to use in connection with the business of selling real estate.

RESPONSE:

INTERROGATORY NO. 17:

Identify and describe each product and/or service sold and/or distributed by Marino under the term "Mr. Laguna Lakes" and list the mark under which each product and/or service was provided, the dates during which each product and/or service was provided, annual sales for each year each product and/or service was provided, the amount spent annually on Advertising each product and/or service, and the geographic area in which each product and/or service was Advertised, provided and/or sold.

RESPONSE:

INTERROGATORY NO. 18:

State the exact dates(s) on which Marino will rely as to when his use of the term "Mr. Laguna Lakes" commenced in connection with the sale or distribution of each product and/or service specified in answer to above Interrogatory No. 17.

RESPONSE:

INTERROGATORY NO. 19:

Identify all purchase orders, invoices, labels, flyers, brochures, other Advertising, Means of Promotion, or any writing whatsoever which Marino will rely upon to establish the date(s) specified in answer to above Interrogatory No. 18.

RESPONSE:

INTERROGATORY NO. 20:

Identify by date, content, author, means of communication (e.g. letter or orally) and all recipients, all communications between Opposer, or anyone acting on his behalf, and any of his attorneys, regarding Opposer's right to use the term "Mr. Laguna Lakes" as a trademark.

RESPONSE:

INTERROGATORY NO. 21:

Identify every Person who participated in the preparation of, or provided or assembled information for, the responses to these Discovery Requests, and state specifically, with reference to each Discovery Request, the area of participation of each such person (excluding only Marino's attorneys).

RESPONSE:

INTERROGATORY NO. 22:

Identify each document or other tangible evidence identified, used or referred to in responding to these Discovery Requests.

RESPONSE:

INTERROGATORY NO. 23:

Identify all Persons with knowledge of the allegations asserted by Marino in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding.

RESPONSE:

INTERROGATORY NO. 24

Identify any and all experts you intend to use at trial in this matter and the subject matter upon which they will testify and any opinion or conclusion held by the expert relevant to the subject matter of this lawsuit.

RESPONSE:

INTERROGATORY NO. 25

Identify the full name of any witness you intend to call at trial in this matter either by live or deposition testimony and the substance of their testimony.

RESPONSE:

INTERROGATORY NO. 26

Identify any and all persons having knowledge of any facts relevant to the subject matter of this lawsuit and the issues and/or allegations set forth in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding, and briefly state what knowledge they have.

RESPONSE:

INTERROGATORY NO. 27

Identify all exhibits you intend to introduce into evidence at trial.

RESPONSE:

INTERROGATORY NO. 28

Identify any and all actual, economic, compensatory, or other damages suffered by Marino and state how each item was calculated.

RESPONSE:

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1

If you have identified, reviewed, referenced, relied upon, or in any way utilized any documents and/or tangible items in preparing your responses and answers to these Discovery Requests, please provide a copy of those documents and/or tangible items.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2

Please produce all documents showing, concerning, evidencing, relating or referring to your selection, design, adoption of the term "Mr. Laguna Lakes," including, without limitation, any documentation of meetings or discussions held concerning the selection, design and adoption of the term "Mr. Laguna Lakes," any documentation relating to the reasons for selecting the term "Mr. Laguna Lakes," and any documentation concerning the consideration and rejection of using another mark.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3

Please produce a sample, copy, photograph, illustration, sketch or other depiction of each different logotype, design, font of type or style in which the term "Mr. Laguna Lakes" or any variation thereof has been or is now being used by Marino.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4

Please produce all documents showing, concerning, evidencing, relating or referring to your use of the term "Mr. Laguna Lakes."

RESPONSE:

REQUEST FOR PRODUCTION NO. 5

Please produce all documents, things, and Advertising ever used by Opposer or on behalf of Opposer to advertise or promote the goods and/or services that Opposer uses the term "Mr. Laguna Lakes" in connection with, including without limitation flyers, periodicals, newspapers, telephone directory listings, video tapes, web sites, press releases, emails, announcements, displays, promotional brochures, catalogs, outdoor window signs, and other Means of Promotion.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6

Please produce, for the period Opposer seeks to rely upon in support of his Opposition, to date, all documents showing, concerning, evidencing, relating or referring to the organization or implementation of Opposer's Advertising program, including without limitation, documents identifying: (a) the date, (b) the place, (c) the monetary amount expended, (d) the class of customers to whom the Advertising or promotional materials were or are directed, (e) the number of copies of such materials, and (f) the names and addresses of each Person, advertising agency, public relations firm, or any other business entity hired or retained in connection with such Advertisements.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7

Please produce all documents showing, concerning, evidencing, relating or referring to Opposer's first use of the term "Mr. Laguna Lakes" in connection with goods or services in the United States including without limitation the geographical localities of such first use and any third Persons involved.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8

Please produce all documents, including but not limited to invoices, showing, concerning, evidencing, relating or referring to Opposer's first use of the term "Mr. Laguna Lakes" on goods or services in interstate commerce, the geographical localities of such first use, and any third Persons involved.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9

To the extent not covered by the foregoing Requests for Production, please produce any and all documents Marino believes supports the allegations asserted by him in: (a) the Notice of Opposition to the '343 Application; (b) the Notice of Opposition to the '955 Application; (c) the Amended Notice of Opposition to the '343 Application; (d) and the Amended Notice of Opposition to the '955 Application.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10

Please produce all documents identified in Marino's Rule 26(a)(1) Initial Disclosures.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11

Please produce any and all documents pertaining to or concerning any trademark search, clearance, investigation, vigilance, or other inquiry, prepared by or on behalf of Marino pertaining to use of the term "Mr. Laguna Lakes," including any references described or identified therein.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12

Please produce any and all documents you intend to rely upon to support your allegation that Marino is the prior use of the mark "Laguna Lakes."

RESPONSE:

REQUEST FOR PRODUCTION NO. 13

Please produce any and all documents demonstrating that Marino was authorized to sell property in Laguna Lakes, the real estate development in Fort Myers, Florida, prior to October 6, 2003.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14

Produce all documents concerning damages allegedly sustained by Marino.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15

Produce for inspection and copying all exhibits which you will utilize at the trial of this matter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16

Produce copies of all documents containing the name, address, telephone number, or email address of any person who has discoverable knowledge about the incidents described in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17

Produce a complete copy of each statement made by any person, regardless of the form in which the statement has been recorded or kept, if the statement is reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18

Produce a complete copy of each statement made by any person, regardless of the form in which the statement has been recorded or kept, if the statement is reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19

Produce copies of memoranda, notes, correspondence, reports, statements and all other documents which identify, refer or relate to the incidents described in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding.

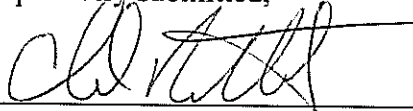
RESPONSE:

REQUEST FOR PRODUCTION NO. 20

Produce copies of all documents identified or that reasonably should have been identified in your answers to the above Interrogatories or Requests for Admission propounded by Applicant.

RESPONSE:

Respectfully submitted,



Donna M. Flammang (Florida Bar No. 0015230)

W. Scott Harders (Ohio Bar No. 0070598)

Chad R. Rothschild (Ohio Bar No. 0088122)

Brennan, Manna & Diamond, LLC

75 East Market Street

Akron, Ohio 44308

Phone: 330-253-3715

Fax: 330-253-3745

dmflammang@bmdpl.com

wsharders@bmdllc.com

crothschild@bmdllc.com

Dated: November 8, 2012

Attorneys for Applicant

State of Florida, _____ County, ss.

VERIFICATION

John Gerard Marino, being first duly sworn, deposes and says that the Responses to the foregoing Applicant's Amended First Set of Interrogatories, Requests for Production, and Requests for Admission to Opposer are true to the best of his knowledge and belief.

John Gerard Marino

Sworn to before me and subscribed in my presence this _____ day of _____ 2012.

Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of November, 2012, a copy of the foregoing *Applicant's Amended First Set of Interrogatories, Requests for Production, and Requests for Admission to Opposer* was served via first class U.S. mail postage prepaid and by e-mail upon:

Scott Behren, Esq.
Behren Law Firm
2893 Executive Park Drive Suite 203
Weston, FL 33331
scott@behrenlaw.com; scott.behren@gmail.com



One of the Attorneys for Applicant

P:\Laguna Lakes\Discovery\Laguna Lakes amended 1st set of Rogs, RFP and RFA to Marino 11.8.12.docx

Exhibit 2 to
Rothschild Declaration

Chad Rothschild

From: Scott behren <scott.behren@gmail.com>
Sent: Monday, November 19, 2012 10:57 AM
To: Chad Rothschild
Cc: Work Work Behren; Gerard Marino CCIM
Subject: Marino and Laguna Lakes
Attachments: Marino Interrogatory Answers.pdf; Marino Response to RFA.pdf; Marino Response to RFP.pdf

Attached please find our responses to your Amended Discovery Requests.

--

Scott M. Behren, Esq.
Behren Law Firm
2893 Executive Park Drive
Suite 110
Weston, FL 33331
(954) 636-3802
Fax (772) 252-3365
scott@behrenlaw.com
www.behrenlaw.com
www.takethisjobnshoveitblog.com (employee rights blog)
Twitter: Flaemploylaw

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the matter of trademark application Serial No. 85411955
For the mark LAGUNA LAKES Published in the Official Gazette on
February 28, 2012**

Consolidated Opposition No:

91204897

91204941

JOHN GERARD MARINO

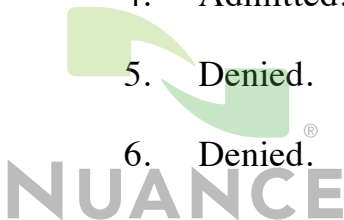
v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

**JOHN GERARD MARINO'S
RESPONSE TO REQUEST FOR ADMISSIONS**

John Gerard Marino ("Marino"), by and through his undersigned counsel hereby files his Response to Request for Admissions in this matter and states as follows:

1. Admitted.
2. Denied.
3. Denied.
4. Admitted.
5. Denied.
6. Denied.[®]
7. Denied.

The logo for NuanCe, featuring a stylized green 'N' and 'C' with a registered trademark symbol, and the word 'NUANCE' in a light gray sans-serif font.

8. Denied.

9. Denied.

10. Denied.

11. Denied.

12. Denied.

I HEREBY CERTIFY that a true and correct copy of the foregoing was
furnished by electronic mail on this 16 day of November 2012 to: Donna M.
Flammang, Esq., Brennan Manna & Diamond, P.L., 3301 Bonita Beach

Road, Suite 100, Bonita Springs, FL 34134.

BEHREN LAW FIRM

2893 Executive Park Drive Suite 110

Weston, FL 33331

(954) 636-3802

scott@behrenlaw.com

By:/ Scott M. Behren/

Scott M. Behren

Fla. Bar 987786



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the matter of trademark application Serial No. 85411955
For the mark LAGUNA LAKES Published in the Official Gazette on
February 28, 2012**

Consolidated Opposition No:

91204897

91204941

JOHN GERARD MARINO

v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

**MARINO's NOTICE OF SERVICE OF ANSWERS
TO LAGUNA LAKES FIRST SET OF INTERROGATORIES**

John Gerard Marino, by and through his undersigned counsel, hereby gives
notice of filing his Answers to First Set of Interrogatories

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished
by electronic mail on this 19 day of November 2012 to: Donna M. Flammang, Esq.,
Brennan Manna & Diamond, P.L., 3301 Bonita Beach Road, Suite 100, Bonita Springs,

FL 34134.

BEHREN LAW FIRM

2893 Executive Park Drive Suite 110

Weston, FL 33331 ®

(954) 636-3802

scott@behrenlaw.com

By: / Scott M. Behren/

Scott M. Behren

ANSWERS TO INTERROGATORIES

1. Not applicable.
2. Business card invoice shows first use on or before 8/3/2004
3. Having served as Vice President on the same board for 2 years and knowing both the President and Vice President of Transeastern, I never saw could not find nor ever heard of any transfer of IP rights from either Transeastern or its successor TOUSA.
4. Not applicable.
5. Mark was used by developer Transeastern Homes, to sell homes in Laguna Lakes Community and was later transferred to its successor TOUSA which was and, upon information and belief, is still in bankruptcy.
6. Mark was used by developer Transeastern Homes, to sell homes in Laguna Lakes Community and was later transferred to its successor TOUSA which was and, upon information and belief, is still in bankruptcy. In addition, to my knowledge, Transeastern used HYPERLINK "http://www.lagunalakes.com" www.lagunalakes.com . This domain name was transferred to TOUSA. Applicant does not and has never had control of lagunalakes.com as represented in its application.
7. This question is vague as the term "marks" is vague. Marino is the owner of the mark "Mr. Laguna Lakes" and would be harmed by the registration of the marks at issue in this case.
8. Marino has been actively and consistently using both the name and mark since 2005 with full knowledge of Laguna Lakes and the prior boards of Laguna Lakes. Marino also uses Mr. Laguna Lakes online, on Facebook page and with www.mrlagunalakes.com.
9. The mark Laguna Lakes is merely geographically descriptive of an area in Ft. Myers, Florida. Moreover, a Google search shows that Laguna Lakes is also geographically descriptive of developments in California and West Palm Beach with the same name.

10. Marino has a business relationship with both the President and Vice President of Transeastern Homes. Not only did they give verbal permission, but they continued to do business with Marino in other communities, including taking him on their private jet to show him other communities in which to bring potential buyers.
11. Objection, this question calls for a legal conclusion as to the interpretation of a legal document. Moreover, this interrogatory is not relevant to this proceeding.
12. Laguna Lakes Community Association based upon its own Articles is a non-profit community association established to collect fees from homeowners in Laguna Lakes and to manage the association. All of these properties are located within the confines of Lee County, Florida.
13. Laguna Lakes Community Association based upon its own Articles is a non-profit community association established to collect fees from homeowners in Laguna Lakes and to manage the association. All of these properties are located within the confines of Lee County, Florida.
14. Marino marketed and sold 11 properties in Laguna Lakes to pre-arranged buyers on opening weekend of the Laguna Lakes Community in April 2003.
15. Until the Laguna Lakes Association was turned over to its residents in 2007, it was controlled and operated by Transeastern Properties and its successor TOUSA.
16. Marino was the #1 selling realtor in Laguna Lakes in 2003 and 2004 and was soon being called by residents and neighbors, Mr. Laguna Lakes. Marino has continued to be the #1 selling Realtor every year since.
17. Realtor services.
18. 8/3/2004 with a receipt for a business card first using Mr. Laguna Lakes.
19. 8/3/2004 with a receipt for a business card first using Mr. Laguna Lakes.
20. None.
21. John Gerard Marino.
22. These documents are produced in response to the First Request for Production.
23. See Initial Discovery Disclosures.

24. Unknown at this time.
25. Unknown at this time as discovery is ongoing, but see Initial Discovery Disclosures.
26. See Initial Discovery Disclosures.
27. Unknown at this time.
28. None at this time.

JOHN GERARD MARINO

By:  6.10.13

COUNTY OF Lee) ss.
STATE OF Florida)

Before me, the undersigned authority, personally appeared John Marino, who, being first duly sworn, deposed and said that the foregoing Answers to Interrogatories are true and correct based upon his/her own personal knowledge.

Personally known ☒ or Type of identification produced
Notary Public, State of
Print, Type or Stamp Name of Notary Public

Rebecca Munson 6.10.13



 **NUANCE**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the matter of trademark application Serial No. 85411955
For the mark LAGUNA LAKES Published in the Official Gazette on
February 28, 2012**

Consolidated Opposition No:

91204897

91204941

JOHN GERARD MARINO

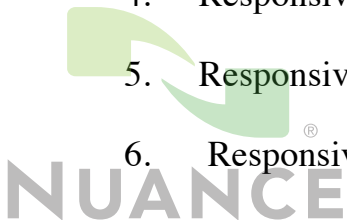
v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

**JOHN GERARD MARINO'S
RESPONSE TO REQUEST FOR PRODUCTION**

John Gerard Marino ("Marino"), by and through his undersigned counsel hereby files his Response to Request for Production in this matter and states as follows:

1. Responsive documents will be produced.
2. Responsive documents will be produced.
3. Responsive documents will be produced.
4. Responsive documents will be produced.
5. Responsive documents will be produced.
6. Responsive documents will be produced.
7. Responsive documents will be produced.

The logo for Nuançe, featuring a stylized green 'N' shape above the word 'NUANCE' in a light blue, sans-serif font. A small registered trademark symbol (®) is located to the right of the word.

8. Responsive documents will be produced.
9. Responsive documents will be produced.
10. Responsive documents will be produced.
11. No responsive documents.
12. Responsive documents will be produced.
13. Responsive documents will be produced.
14. None.
15. Unknown at this time.
16. None.
17. None.
18. None.
19. None.
20. Responsive documents will be produced.

I HEREBY CERTIFY that a true and correct copy of the foregoing was
furnished by electronic mail on this 16 day of November 2012 to: Donna M.
Flammang, Esq., Brennan Manna & Diamond, P.L., 3301 Bonita Beach

Road, Suite 100, Bonita Springs, FL 34134.

BEHREN LAW FIRM

2893 Executive Park Drive Suite 110

Weston, FL 33331

(954) 636-3802

scott@behrenlaw.com

By:/ Scott M. Behren/

Scott M. Behren
Fla. Bar 987786



Exhibit 3 to
Rothschild Declaration

Chad Rothschild

From: Gerard Marino <delivery@yousendit.com>
Sent: Wednesday, November 28, 2012 4:46 PM
To: Chad Rothschild
Subject: Laguna Lakes Exhibits



A file has been sent to you

from gmarino@ccim.net via [YouSendIt](#).

Good afternoon Mr. Rothschild,
Due to the size of the exhibit file, my attorney, Scott Behren, asked me to FTP these to you.
Please acknowledge receipt. Thank you. - Sincerely, Gerard Marino



[Exhibits 1-49.pdf](#)



Size: **22.52 MB** Content will be available for download until **December 12, 2012 13:46 PST**.

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Transeastern Homes Newest Gulf Coast Single Family Community
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Call today for a "Priority Reservation"

Laguna Lakes is located in Fort Myers, Florida, the most sought after community on Florida's Gulf Coast. Families and individuals, from all over the country will be making Laguna Lakes their home. With it's white sand beaches of the Gulf of Mexico (Close to Sanibel, Captiva Islands and Fort Myers Beach), Laguna Lakes offers all the amenities and lifestyle choices for families and individuals alike!

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So there you have it...great homes, great amenities, a great location. We have everything you've dreamed of, plus the Florida Lifestyle in a Transeastern Built Home. So call today and ask about our *priority reservation opportunity*...and let us make your dream home come true!

Laguna Lake's sister community, *Laguna Isles*, has set the standard for award winning designs incorporating the Florida Lifestyle in a Single Family New Home Community... click here for virtual tours of our sister community Laguna Isles...and get a peak at what Gulf Coast Living is all about...something wonderful!

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E-Mail us : priority@lagunalakes.com



These Dates Could Represent The Most Important Days Of Your Life.

Exhibit 2



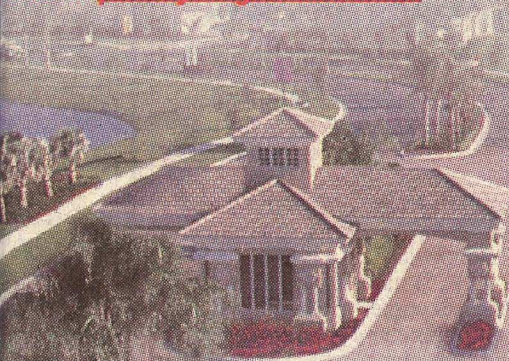
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Located in California.

Laguna Lakes

*This file last modified on: Thursday, December 4, 1997.
Document URL: http://ceres.ca.gov/wetlands/geo_info/so_cal/laguna.html
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GENERAL		
Site	Laguna Lakes	
Map	Laguna Beach, USGS 7.5' quadrangle	
Location	Laguna Lakes are located inland along Laguna Canyon Road, approximately 6 miles north of Laguna Beach. The lakes are numbered 1 through 3 from upstream to downstream. Lakes 1 and 2 are on the west side of the road and Lake 3 is on the east side.	
Contacts	Laguna Greenbelt, (714)497-2102.	
	Orange County, Harbors, Beaches and Parks, (714)834-4620.	
Approximate Wetland Habitat Acreage	27+ (open water in three lakes, plus unquantified riparian habitat)	
Approximate Historic Acreage	Wetlands associated with the lakes appeared more extensive in a 1927 aerial photograph when compared with a 1953 photograph or 1994 conditions.	
Ownership	Owner	Acres
	City of Laguna Beach (area leased to Orange County for 55 years)	Not specified
LAND USE		
Land Use Designation	The City of Laguna Beach's General Plan designates the area as Open Space. It is designated Regional Open Space/Planned Community Orange in County's General Plan.	
Onsite Use	The Lakes are part of Orange County's Laguna Coast Wilderness Park. Access to the lakes is restricted to docent lead tours.	
Historic Use	In the early 1900's the lakes supplied municipal water to the town of Laguna Beach and were later used for livestock watering. The Laguna Beach Hunt Club used the area for hunting and fishing in the 1940's and 1950's.	
	Lakes 2 and 3 were once one lake but are now separated by Laguna Canyon Road.	
Adjacent Use	A retirement community is located east of Lake 3. Lands to the north, south and west, including the lakes, are a part of the Laguna Coast Wilderness Park established in 1991.	
Adjacent Historic Use	Livestock grazing.	
HYDROLOGY		
Tidal Influence	Non-tidal freshwater system. Lake 1 is ephemeral and Lakes 2 and 3 were once one lake, but are now separated by Laguna Canyon Road and connected by a box culvert.	
Watershed Area	5,600 acres	
Tributaries and Flow	Tributary	Flow
	Lake 1 flows to Lake 2. Drainage from Little Sycamore Canyon enters Lake 2. Lake 3 is fed by Lake 2 and adjacent run-off.	Intermittent
Dams	None.	
Other Sources	The lakes are filled by seasonal rains and natural and urban runoff. Lake 1 is seasonal, Lake 2 is semi-perennial and Lake 3 contains water throughout most years.	
WATER QUALITY		
General	Water quality is described in a 1994 report as eutrophic with seasonally high levels of phosphorus and nitrogen. The Lakes are not listed for either water quality or Beneficial Uses by the Regional Water Quality Control Board.	
Dissolved Oxygen (DO)	1991, 1992 - water quality sampling was conducted in Dec. 1991 and Feb., May and Aug. 1992 at five stations covering all three lakes, time of day not specified. DO levels at the bottom ranged from 0 to 11 mg/l and in	
	surface waters from 5 to 11 mg/l. During late summer periods of very low oxygen are reported, resulting in fish kills. Temperatures ranged from 12 to 28 degrees C.	
Water Salinity	Not applicable (freshwater).	
Sediment	In 1989, it was estimated that the average annual inflow to lakes 1, 2 and 3 was 83.2, 13.8 and 33.5 cubic yards per year, respectively.	
Soil		
Soil	The soils in the watershed have been categorized as alluvium deposits of sandy loam lacking a well developed clay horizon. Lake bottoms have a clay layer.	
Habitat	Acres	Vegetation
Open water	20 (depending on season)	1992 - blue-green

Los Angeles Times

Exhibit 5

LOCAL U.S. WORLD BUSINESS SPORTS ENTERTAINMENT HEALTH LIVING TRAVEL OPINION DEALS
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FEATURED ARTICLES

SPORTS

Top performers

October 29, 2005

CROSS-COUNTRY * Jordan Hasay, San Luis Obispo Mission Prep: Freshman won the San Luis Obispo County girls' championships in a course-record time of 17:22 at Laguna Lake Park.

ARTICLES BY DATE

CALIFORNIA | LOCAL

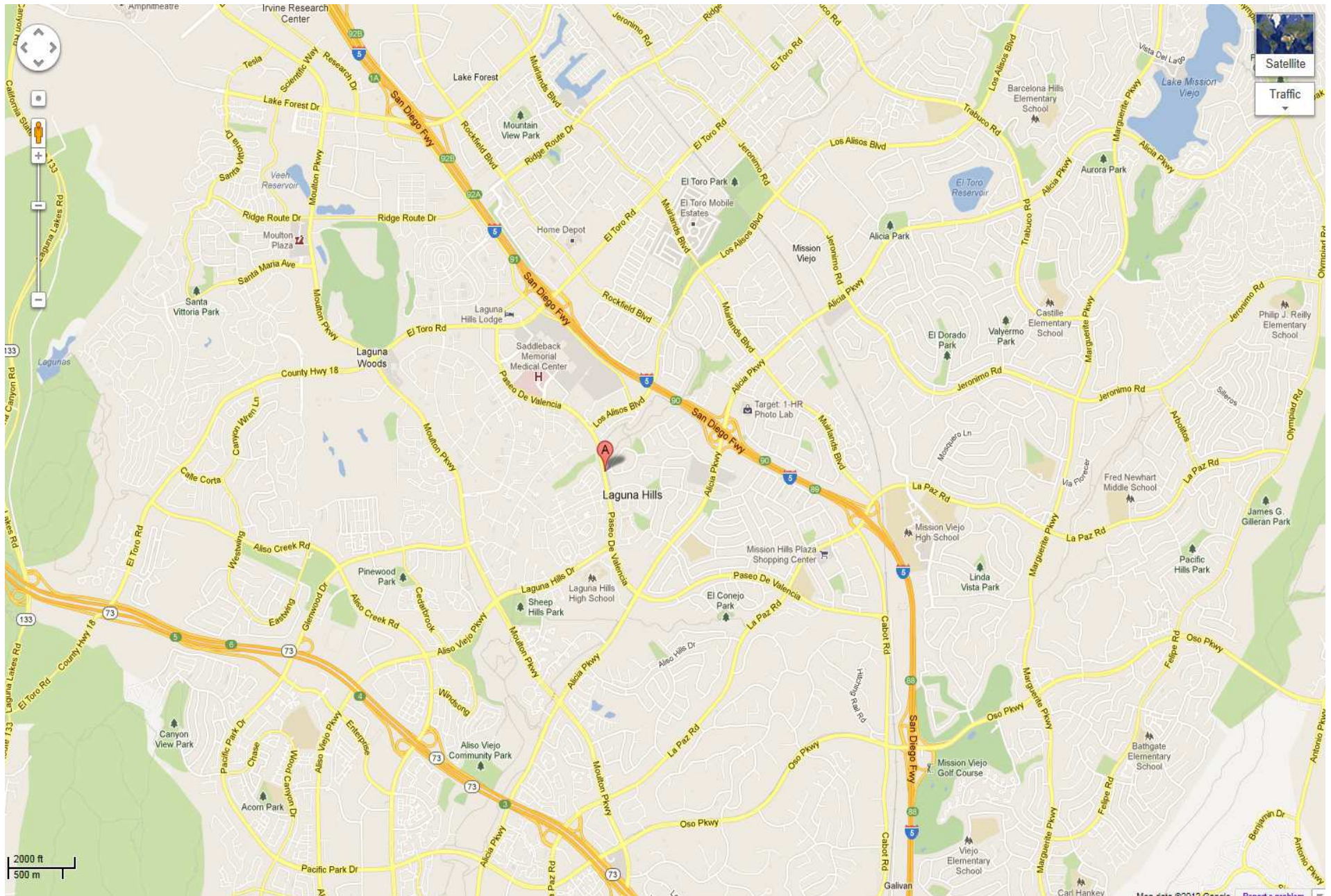
O.C. man accused of sabotaging trail

January 5, 2008 | Christian Berthelsen, Times Staff Writer

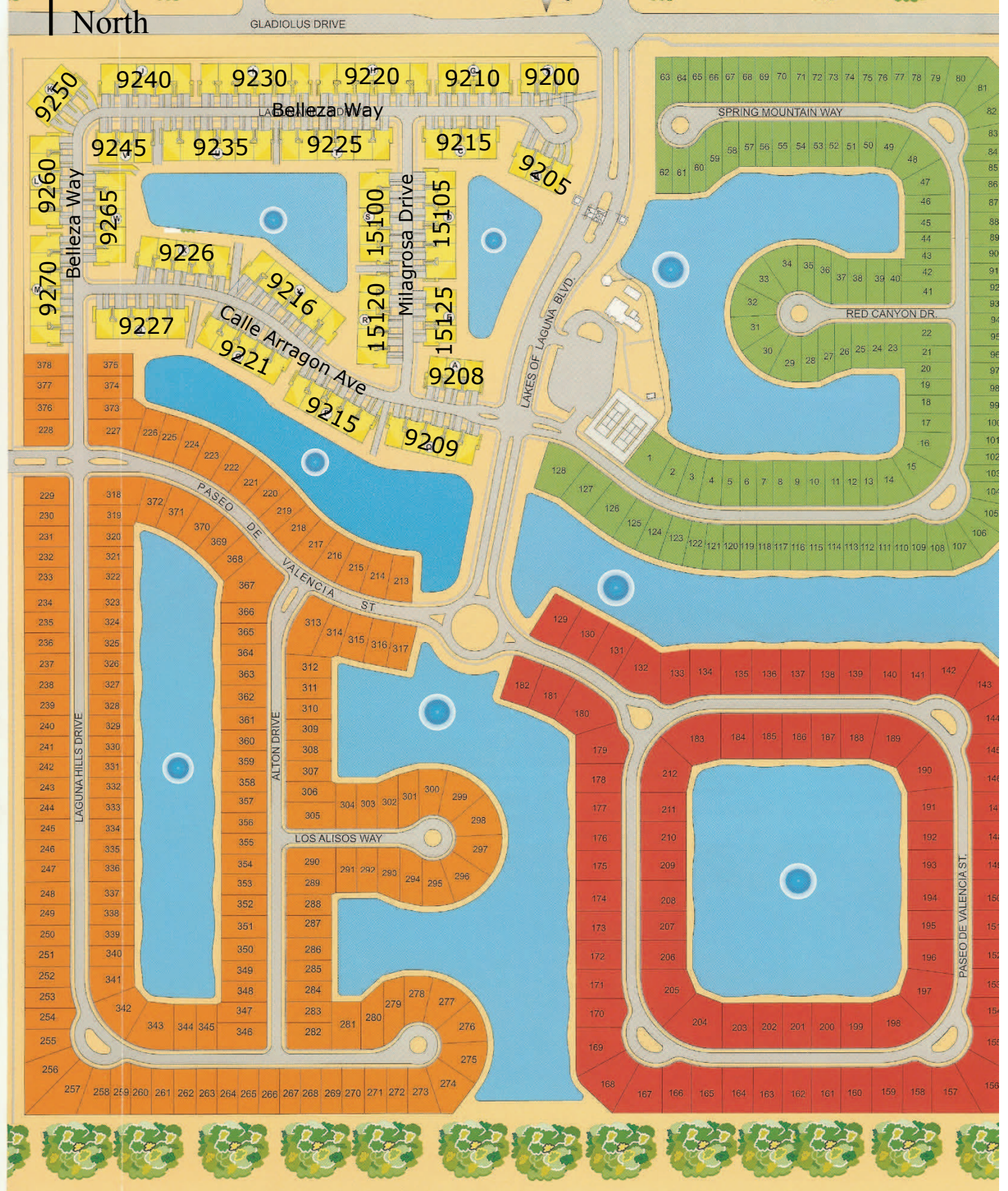
A Fullerton man has been charged with felony vandalism for allegedly digging potholes in a park trail to thwart mountain bikers who were interfering with his enjoyment of walking his dog, the Orange County district attorney's office said Friday. An arrest warrant was issued for Warren John Wilson, 52, district attorney spokeswoman Susan Kang Schroeder said. She said police officers "set up surveillance and saw Mr. Wilson in the act."

Source Of Street Names in Laguna Lakes Florida.

Exhibit 6



Copyright 2005 Gerard Marino "Mr. Laguna Lakes"™
(239) 851-8883 Email: gmarino@mrlagunalakes.com





Prepared by and ~~Return to~~
 Michael J. Sabatello, IV, Esq.
 Greenberg Traurig, P.A.
 777 S. Flagler Dr., Suite 300E
 West Palm Beach, FL 33401
 (561) 650-7900

INSTR # 6927606
 DR BK 04830 Pgs 0170 - 174; (5pgs)
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ASSIGNMENT OF DEVELOPER/DECLARANT RIGHTS

¹⁵ THIS ASSIGNMENT OF DEVELOPER/DECLARANT RIGHTS is made this day of ~~Aug~~ 2005, by TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company ("Assignor") to and in favor of EH/TRANSEASTERN, LLC, a Delaware limited liability company, its successors and assigns ("EH/Transeastern").

RECITALS:

WHEREAS, Assignor is the "Declarant" under and as defined in that certain Master Declaration for Laguna Lakes, which was recorded in Official Records Book 3905, at Page 1527, and recorded in Official Records Book 04083, at Page 1622, as amended, of the Public Records of Lee County Florida, as it may have been amended (the "Declaration") for the community known as Laguna Lakes (the "Community") and

WHEREAS, simultaneously with the execution hereof, Assignor is transferring to EH/Transeastern all or a portion of its real property in the Community, which real property is encumbered by the Declaration; and

WHEREAS, pursuant hereto, Assignor is assigning to EH/Transeastern all rights, privileges and options provided to or reserved by the Assignor as "Developer" or "Declarant" in and/or with respect to the Declaration.

NOW, THEREFORE, the Assignor for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree:

1. Assignment of Declaration Interest. Assignor hereby grants, bargains, sells, transfers, conveys, delivers, and assigns to EH/Transeastern all of Assignor's rights, title, interest, benefits, privileges, options, protections and exemptions, legal and equitable, now existing or hereafter arising or to be obtained under and in connection with the Declaration, the appurtenant Articles of Incorporation and Bylaws for the homeowners or condominium association identified in the Declaration (the "Association") and all instruments attached thereto, except as necessary to perform its continuing obligations thereunder. The foregoing shall include, but in no manner be limited to, all rights, powers and privileges granted to the "Declarant" and/or "Developer" under the Declaration, all exemptions from the

architectural/design review and use restrictions of the Declaration, all privileges with respect to the impact and payment of assessments levied pursuant to the Declaration, and the right to designate the board of directors of the property owners association(s) set out in the Declaration.

2. Limited Assumption of Obligations under Declaration. All duties, obligations, responsibilities and liabilities of Assignor as Declarant under the Declaration arising before the date hereof shall remain solely those of Assignor and EH/Transeastern shall have no responsibility or liability therefor. EH/Transeastern hereby assumes only those duties, obligations, responsibilities and liabilities of Declarant under the Declaration accruing from and after the date hereof, and Assignor shall have no responsibility or liability therefor. Each party hereto hereby agrees to fully indemnify, defend and hold the other harmless for and from all costs, damages, claims, suits, demands, obligations and liabilities arising from or connected with any of the duties, obligations, responsibilities and/or liabilities allocated to the applicable party pursuant to this paragraph. For purposes of this paragraph only, the acts or omissions of Assignor, and/or EH/Transeastern's designees on the board of directors of any association(s) established pursuant to the Declaration or any officers serving said association(s) who is also an officer, employee or affiliate of Assignor and/or EH/Transeastern shall be deemed an act or omission of Assignor or EH/Transeastern, as applicable.

Pursuant hereto, EH/Transeastern shall be deemed the "Declarant" and "Developer" under and with respect to the Declaration on and after the date hereof, and shall have all rights, privileges or options provided to and reserved by Assignor under and with respect to the Declaration. Any and all rights and benefits given to EH/Transeastern, hereunder, may be assigned, the said rights shall inure to the benefit of EH/Transeastern's successors, assigns, and nominees.

3. Assignment of Rights and Dedications. Assignor hereby transfers, conveys and assigns to EH/Transeastern all of Assignor's rights, title, interest and privileges now existing or hereafter arising or to be obtained, provided to or reserved by Assignor concerning the Community, including but not limited to, all dedications, reservations and matters shown on the plat or plats of the Community.

4. Assignor's Representations. Assignor represents and warrants to Assignee and to the Association that:

A. Each improvement constructed on common areas conveyed or dedicated to the Association on or before the date hereof has been constructed in conformity in all respects with all basic plans and specifications and applicable contractual commitments applicable to the Assignor, and there is no design defect or construction defect or common element defect with respect to any such improvement.

B. The Association has been duly organized and is in good standing, and has been operated and managed by Assignor in accordance with all applicable laws and the organizational documents applicable to the Association, including without limitation, the articles of incorporation and bylaws of the Association, and the Declaration.

C. Assignor has funded all of its obligations to the Association, and reasonable reserves have been established for and are held and are the property of the Association where required by law or the provisions of the applicable homeowners or condominium association documents.

D. All improvements constructed as of the date hereof in accordance with the Declaration have been: constructed pursuant to all applicable laws, the applicable declaration of condominium, and the statutory warranties provided in section 718.203, Florida Statutes, are hereby made and extended by Assignor, as developer, to (i) Assignee, (ii) the Association, and (iii) all retail buyers within the condominium for all improvement built before the date hereof.

E. Assignor has established and funded all capital reserves for the Association as required by applicable law.

5. Recitals. Assignor represents and warrants that the recitals set forth in this Agreement are true and accurate, and the recitals are incorporated herein by this reference.


6. Attorneys' Fees. With respect to any default, failure to perform or any other dispute between Assignor and EH/Transeastern arising out of this Assignment, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, which shall include, but not be limited to, such fees incurred prior to institution of litigation or in litigation, including trial and appellate review, and in arbitration, bankruptcy or other administrative or judicial proceeding.

7. Governing Law/Venue. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Florida, and the exclusive venue for any action arising hereunder shall be Lee County, Florida.

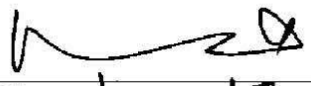
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

WITNESSES:



Print Name Michele Grabasch



Print Name Leonard Townsend

ASSIGNOR:

TRANSEASTERN LAGUNA LAKES, LLC
a Florida limited liability company

By: Transeastern Properties, Inc., a Florida
corporation, its managing member

By: 

Arthur J. Falcone, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of July, 2005, by Arthur J. Falcone, as President of Transeastern Properties, Inc., a Florida corporation, managing member of Transeastern Laguna Lakes, LLC, a Florida limited liability company, on behalf of the company.



Notary Public, State of Florida



(Print, Type or Stamp Commissioned
Name of Notary Public)

☒ Personally Known OR
☐ Produced Identification — Type of Identification Produced: _____



WITNESSES:

EH/TRANSEASTERN, LLC, a Delaware
limited liability company

Jenifer Nicholas
Print Name
Jenifer Nicholas

JORANA GEORGEW
Print Name

By: Tommy L. McAden
Tommy L. McAden
Executive Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by
Tommy L. McAden as Executive Vice President of EH/TRANSEASTERN, LLC, a Delaware
limited liability company, on behalf of the company.



Teri M. Trimmer
Notary Public, State of Florida

(Print, Type or Stamp Commissioned
Name of Notary Public)

☒ Personally Known OR
☐ Produced Identification — Type of Identification Produced: _____

Laguna LAKES

Home

About Transeastern Homes

About Laguna Lakes
Models
New Homes 2 Go

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Customer Care



With the exception our model homes, Laguna Lakes is Sold Out.
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Located in Fort Myers, Florida, the most sought after location on Florida's Gulf Coast. With its white sand beaches of the Gulf of Mexico (Close to Sanibel & Captiva Islands), Laguna Lakes offers amenities and lifestyle choices for families and individuals alike!

For more information, please call: 1-866-LAGUNA5 (1-866-524-8625)
or E-mail us: WelcomeHome@lagunalakes.com

Our welcome center is open from 10:00 to 5:00, seven days a week. Our address: 9209 Calle Arragon Avenue, #101, Fort Myers, FL 33908

DISCLAIMER: Prices are subject to change without notice. Model & Homesite availability may not be available as advertised...you must check with a Transeastern New Home Sales Executive at the individual community sales centers for valid pricing and availability. All advertised offers, sales, special discounts, home and home site promotions and or special pricing - are subject to change without notice, and can not be combined with any other offer.
Please Note: Transeastern Homes is linked to numerous real estate and non-real estate sites...some sites do not update THEIR data and data links, and may not have access links to proprietary Transeastern web site data...in those cases, information can be outdated...Transeastern Homes by virtue of this statement requires you to call the number (s) listed herein to obtain updated information about Transeastern Homes and its communities, pricing and promotions. Thank you for your cooperation and see you soon in... Transeastern's Florida!

screenshot 11/24/2005

Exhibit 9

Exhibit 10

Advertisement



honoring excellence in the multifamily industry

20 AWARDS 12

Builder INNOVATE // CREATE // SUCCEED

MAY 16, 2012: Entry form and fee deadline

JUNE 29, 2012: Final binder deadline

call for entries 2012

ENTER ONLINE

From: [BUILDER 2007](#)
Posted on: July 2, 2007 2:24:39 PM

TOUSA Settles Transeastern Deal

Nearly two years after initial agreements were signed, TOUSA finally reaches a deal giving them sole control of Transeastern Homes' assets.

By: [Ethan Butterfield](#)

It has taken almost two years, and will require the home builder to take out \$500 million in debt from Citibank, but TOUSA, Inc. is on the verge of acquiring outright the assets of its Transeastern Joint Venture, which in 2005 bought the assets of Transeastern Properties, Inc.

The settlement, announced Friday, resolves disputes that occurred between Hollywood, Fla. -based TOUSA and its partners in a joint venture to buy the assets and operations of Transeastern in August, 2005, as well as between TOUSA and lenders who backed the deal. TOUSA expects to close the global settlement by July 31, the company said in a statement.

Once complete, the Transeastern JV along with an additional 7,500 homesites, will be rolled into Engle Homes, one of TOUSA's home building brands operating in Florida.

"This global settlement enables TOUSA to put the Transeastern JV issue behind us and removes the uncertainty and distraction of a prolonged litigation," said Antonio Mon, president and CEO of TOUSA in a statement.

In the statement, the company said the terms of the deal call for TOUSA to pay \$422.7 million, including interest, to its primary lender. TOUSA will issue other lenders \$20 million in notes due in 2015, as well as preferred stock carrying an aggregate liquidation preference of \$117.5 million. TOUSA will issue additional lenders warrants to purchase TOUSA common stock, carrying a value of \$16.25 million, the company said.

The company also stated that it anticipates the settlement will increase its total losses brought on by the Transeastern JV by roughly \$38 million from the \$354.3 million the company estimated in its fourth quarter report.

"We intend to take aggressive action to reduce our debt, and while this will not happen overnight, we are prepared to take the necessary steps to strengthen the company's capital structure and position it for the future," Mon said in the statement.

TOUSA, along with partners The Falcone Group, formerly majority owners of Transeastern Homes, based in Coral Springs, Fla., formed a joint venture to purchase the assets of Transeastern in the summer of 2005, with each side receiving 50 percent voting interest. The deal, reportedly worth \$857 million, was first announced on August 1, 2005, and left TOUSA as the managing member of the venture.

To fund the purchase, the joint venture partners borrowed \$675 million from Deutsche Bank, while TOUSA contributed \$90 million of equity, and the Falcone Group contributed another \$75 million, according to TOUSA statements.



Exhibit 11

Loading...

http://www.lagunalakes.com:80/ | 8:14:55 Dec
15, 2007

Got an HTTP 302 response at crawl time

Redirecting to...

http://www.lagunalakes.com/tousa

[Impatient?](#)



The Wayback Machine is an initiative of the [Internet Archive](#), a 501(c)(3) non-profit, building a digital library of Internet sites and other cultural artifacts in digital form. Other [projects](#) include [Open Library](#), [nasaimages.org](#) & [archive-it.org](#).

Your use of the Wayback Machine is subject to the Internet Archive's [Terms of Use](#).

Exhibit 12

From: [domain_admin](#)
To: [Gerard Marino CCIM](#)
Subject: Re: Domain Name Inquiry
Date: Wednesday, December 29, 2010 5:18:50 AM

We are holding this domain name for a client who is planning to use it for an upcoming project. They do not have an asking price in mind, however, if you wish we can relay your best offer to them for review.

On 12/28/2010 2:32 PM, Gerard Marino CCIM wrote:

Good afternoon,

I understand you are the owner of lagunalakes.com but have not used it for many years. Would you be interested in selling it? Thank you in advance...

Gerard Marino
gmarino@iname.com

The Resort at Laguna Lakes I



Contact Information

Phone: 866-491-1119
Email: theresortatlagunalakesdir@lincolnapts.com
Email: theresortatlagunalakes2@lincolnapts.com
Address: 4400 Portofino Way
West Palm Beach, FL 33409

Office Hours

Mon-Tue, Fri 9:00 AM - 6:00 PM
Wed-Thu 9:00 AM - 7:00 PM
Sat 10:00 AM - 5:00 PM
Sun: 12:00 PM - 5:00 PM

Description

Luxury Apartment Living. Prime West Palm Beach Location. The Resort at Laguna Lakes offers a premium lifestyle for a dynamic price. Minutes to FL Turnpike, I-95, and Beeline. Ten minutes to Palm Beach International Airport, Extraordinary Golfing Venues and the exclusive PGA National Golf Club, Minutes to Columbia, St. Mary's and Good Samaritan Hospitals. Five Miles to Area Beaches. Dining, Shopping and Entertainment at popular locales such as CityPlace, Clematis St., The Gardens Mall at PGA, Palm Beach Midtown and Worth Avenue. Host to many employers such as The Breakers, Sikorsky Aircraft Corporation, Local TV & Radio stations, FPL, UPS and Fed Ex as well as the City of Palm Beach Government. Visit our Community Blog at [Community Blog](#) SCAN YOUR DEAL



Emerald Isle at Laguna Lakes

4041 San Marino Blvd, West Palm Beach, FL 33409 [Map and Directions](#)

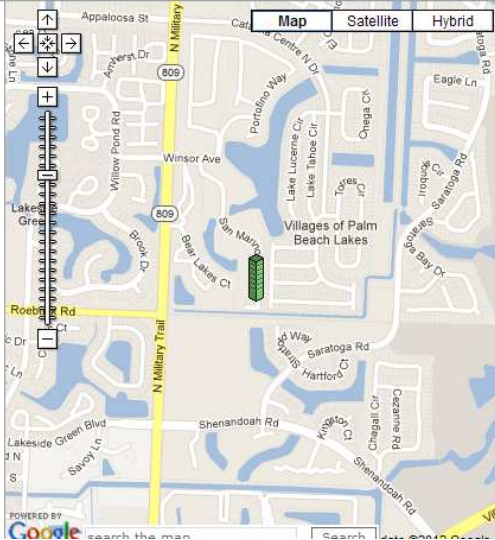
★★★★★ (0 Reviews) [Write a review](#)

Sale: \$56,000 - \$92,500 | Rent: \$1,000

Building For Sale For Rent Sales Data Reviews Mortgage Insurance Map

Powered by local.com

- Airports
- Banks
- Grocery Stores
- Hospitals
- Hotels
- Movies
- Parks
- Police Stations
- Post Offices
- Restaurants
- Schools



Property ID# 6493733

Condo.com



Already have an account? [Sign In](#) or [Log In](#)

First Name* Last Name*

Email Address* Phone*

Message
I was searching on Condo.com and found this listing. Please send me more information about Emerald Isle at Laguna Lakes

Interested In: ☒ Buying ☐ Renting

Price Range: Choose

☐ I want a FREE pre-approval on a Home Loan (No Obligations / No Credit Check)

☐ I want a local moving company to help me move. Please provide FREE moving quotes.

Send Message

I consent to being contacted at the email or phone number provided above.

Agents – Get Leads
as the Building Expert

Exhibit 14

NEWS CONTACT PRIVACY POLICY RESIDENTS

RESIDENT PORTAL LOGIN

FORGOT YOUR PASSWORD? DON'T HAVE AN ACCOUNT?

home
communities
about lincoln
management services
careers
blog
contact us

Find Apartments for Rent in Florida

the resort at laguna lakes

west palm beach

ZIP

Florida

Palm Beach

price range

MINIMUM

MAXIMUM

bedrooms

MINIMUM

MAXIMUM

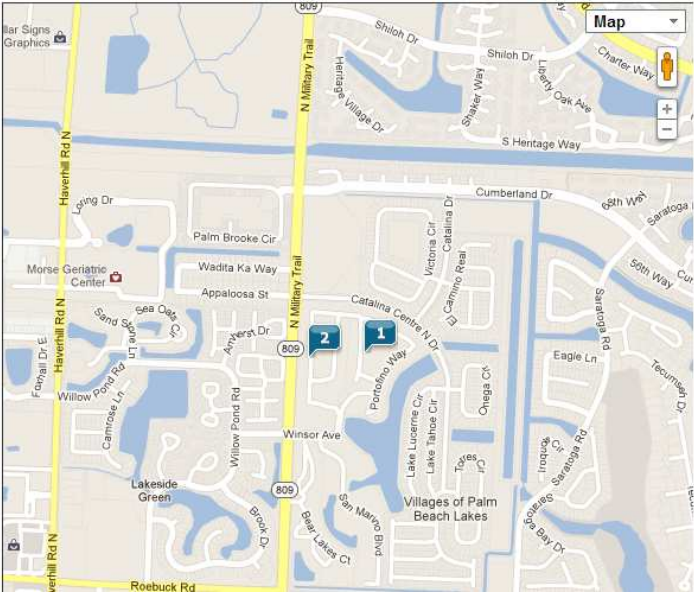
bathrooms

MINIMUM

MAXIMUM

ADVANCED SEARCH

SEARCH



1 The Resort at Laguna Lakes I
4400 Portofino Way
West Palm Beach, FL 33409
(866) 491-1119



2 The Resort at Laguna Lakes II
4600 Portofino Way
West Palm Beach, FL 33409
(855) 281-7338

Exhibit 16

This appears to be the same Laguna Lakes retirement home community referenced to in Exhibit 4, which was developed in the 1990's or earlier.

[san luis obispo craigslist](#) > [housing](#) > [real estate - by broker](#)

[email this posting to a friend](#)

Stating a discriminatory preference in a housing post is illegal - please flag discriminatory posts as prohibited

Avoid scams and fraud by dealing locally! Beware any arrangement involving Western Union, Moneygram, wire transfer, or a landlord/owner who is out of the country or cannot meet you in person [More info](#)

please flag with care: [?]

[miscategorized](#)

[prohibited](#)

[spam/overpost](#)

[best of craigslist](#)

\$199000 / 2br - 1884ft² - Beautiful Manufactured Home Right On The Golf Course At Laguna Lakes! (San Luis Obispo)

Date: 2012-11-08, 10:23PM PST

Reply to this post 7bz5g-3350624141@hous.craigslist.org [Errors when replying to ads?]

\$3000 / 5br - 1700ft² - San Luis Obispo/Laguna Lakes Home for RENT (Laguna Lakes)

[spam/overpost](#)

[best of craigslist](#)

Date: 2012-11-01, 1:19PM PDT

Reply to this post kbpd4-3379943366@hous.craigslist.org [Errors when replying to ads?]





Here is a wonderful 5 bedroom 2 bath home in new condition. Brand new custom kitchen with granite counters and stainless steel appliances. All new flooring throughout and fresh paint. This home has a large family room and eat-in kitchen. There is a brick, covered patio with built-in bbq. Walking distance to Laguna Lake recreational area. Must see to appreciate the quiet area and open spaces. Water and gardener are included.


Oceanaire Drive ([google map](#)) ([yahoo map](#))




- Location: Laguna Lakes
- it's NOT ok to contact this poster with services or other commercial interests




Emerald Isle at Laguna Lakes—West Palm Beach





facebook  Search for people, places and things   Laguna Lakes in Fort Myers, ... Home 








Emerald Isle at Laguna Lakes, West Palm Beach, Florida  
Neighborhood
 0 people like this


Places in Emerald Isle at Laguna Lakes, West Palm Beach, Florida







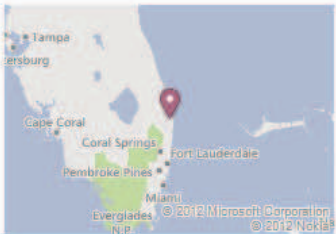
Makeup by Stephania
Spa, Beauty & Personal Care
 West Palm Beach, Florida
 7 like this
 0 were here 



Emerald Isle
Local Business
 West Palm Beach, Florida
 2 like this
 66 were here 




On Demand Electrical Services
Contractor · Electrician
 4280 San Marino Blvd, West Palm Beach, Florida 33409
 5 like this
 0 were here 



Map


Tampa
St. Petersburg
Cape Coral
Coral Springs
Fort Lauderdale
Pembroke Pines
Miami
Everglades N.P.
© 2012 Microsoft Corporation
© 2012 Nokia

Facebook © 2012 · English (US) [About](#) · [Create an Ad](#) · [Create a Page](#) · [Developers](#) · [Careers](#) · [Privacy](#) · [Cookies](#) · [Terms](#) · [Help](#)





The Resort At Laguna Lakes—West Palm Beach

facebook Search for people, places and things  Laguna Lakes in








The Resort at Laguna Lakes

461 likes · 34 talking about this · 909 were here

 Apartment/Condo Building · Real Estate Service
 4600 Portofino Way, West Palm Beach, FL.
 (877) 737-3802
 Today 12:00 pm - 5:00 pm

About · Suggest an edit

 Photos  461  Map  Blog

Help Improve this Page
Suggest an edit if you see missing or wrong information.


Suggest Edits Close

Post

Write something...

The Resort at Laguna Lakes Friday

Day 2



Recent Posts by Others on The Resort at Laguna Lakes

Rita Sinervo
Do we have movie night at the theater for residents?
33 minutes ago

Mahalia Michelle Gamboa
i love this place i just move here a month ago its nice
2 likes · 2 comments · October 15 at 10:15pm

Micah Rhude
I want to find out from the community, how many of you wo...
1 like · September 26 at 12:27pm

Jan West
Hi, My name is Jan West. I moved here about eight weeks a...
1 comment · September 26 at 12:24pm


Robert Eric
@ Don't forget about Tax-Free weekend. <http://bit.ly/Qo0tb8>
August 3 at 4:34pm

More Posts

Exhibit 19

Laguna Lakes—Fort Myers, FL

Laguna Lakes in Fort Myer...TimelineNow




Add a Cover


Laguna Lakes in Fort Myers, FL by Gerard Marino
53 likes · 1 talking about this · 139 were here


Shopping & Retail

Gladiolus Drive and Bass Roads, Fort Myers, FL,
(239) 851-8883
Add Your Hours

About

Photos

53Likes

Map

Highlights

StatusPhoto / VideoEvent, Milestone +

What's on your mind?

Activity
November

Visits
1

Create Page

Now
October
Joined Facebook



April 10, 2003

FILE**TO:** ALL ASSOCIATES**FROM:** MICHAEL FRYE, CCIM
FRANK SZELEST, CCIM
GEORGE SAYERS, BROKER**RE:** RE/MAX REALTY GROUP SALES MEETING
April 9, 2003

Kevin Jarrett, from Laguna Lakes, sponsored our Sales Meeting. Laguna Lakes is running a special program thru June 30, 2003, in which they're offering a 6% co-broke commission for qualifying agents and their offices. Gerard Marino has qualified our entire group for this special rate by selling 11 properties in Laguna Lakes! Congratulations to the following lucky raffle winners: George Sayers, Gerard Marino, Trae Zipperer, Jack Wagner, David Rowzer, Ken Marlowe, Phil Reasoner and Tom Ewert.

Karin Taylor, from the Radisson Inn of Fort Myers, gave a presentation on what the Radisson has to offer our out-of-town clients who may need accommodations while they are here looking for property. The Radisson will provide RE/MAX clients with a special rate of \$59 per night for their tropical pool-view room. The Radisson is also extending this offer to family and friends of RE/MAX Realty Group. The Radisson will be adding a new steakhouse restaurant, to be completed sometime this summer. The new restaurant will be capable of seating 400 people, with a combination of indoor/outdoor seating. You may notice the Tiki Bar being renovated too!

We would like to welcome Phil Reasoner to the commercial group. Please introduce your self when you seen him about the office.

Top Listing Associate, Sales Associate and Teams for the month of March 2003.

TOP RESIDENTIAL SALES	- Judy Kash
TOP COMMERCIAL SALES	- James McMenamy
TOP SALES TEAM	- Millard Brown

TOP LISTING RESIDENTIAL	- Jerry Tatarian
TOP LISTING COMMERCIAL	- Tom Woodyard
TOP LISTING TEAM	- Sande Ellis

TRANSACTIONS/VOLUME MARCH 2002	- 139	- \$ 18,395,881
TRANSACTIONS/VOLUME MARCH 2003	- 202	- \$ 33,483,548
(Record for transactions for 1 month)		
VOLUME YEAR TO DATE 2002	- \$ 60,138,940	
VOLUME YEAR TO DATE 2003	- \$ 91,362,555	

TOTAL LISTINGS FOR MARCH 2002	- 91	- \$ 27,398,970
TOTAL LISTINGS FOR MARCH 2003	- 131	- \$ 25,998,128

New Club Members:

Presidents Club	- Betty Beach
	- Brett Ellis
	- John Heeter
	- Judy Kash
Executive Club	- Millard Brown
	- Donna Mason
	- David Rowzer
100% Club	- Bob Brown
	- Sande Ellis
Platinum Club	- Jim McMenamy



March 11, 2004

Gerard Marino
RE/MAX Realty Group
7910 Summerlin Lakes Drive
Ft. Myers, FL 33907

Dear Mr. Marino,

Your investors have joined a select group of Florida home buyers who have chosen to purchase a quality Transeastern home.

Your positive comments regarding your experiences with Misty Boies and Edie Moorhead are truly appreciated. We constantly strive to provide the most pleasant experience possible but too often only hear from individuals in those cases where we fall short of the goal. It is most pleasant to hear from a Realty company like yours who not only enjoyed a very satisfying experience but also took the time to "put pen to paper" and let us hear about it. For taking the time to do so, I sincerely thank you.

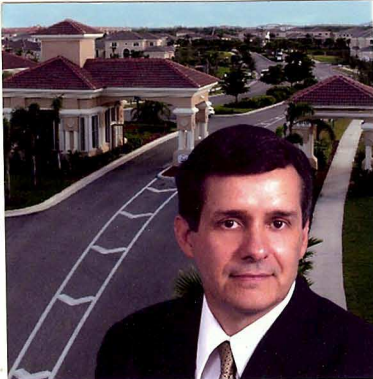
And I also extend my appreciation to you for having recommended Transeastern Properties to your investors. We take great pride in building a quality home for our buyers and truly appreciate the opportunity to have done so for you and your investors/buyers. Once again, thank you for your confidence in Transeastern Properties.

Sincerely,




Neil Eisner
President

cc: Misty Boies, Edie Moorhead, Marnie Vaughn




Gerard Marino
"Mr. Laguna Lakes"

 **RE/MAX**
® Each office independently owned and operated

Realty Group
7910 Summerlin Lakes Dr.
Fort Myers, FL 33907

(239) 851-8883 **Direct**
(239) 489-0444 **Office**
(239) 433-3094 **Fax**
(800) 330-SOLD **Toll Free**

gmarino@remax.net 

MRMA #4998

PRO PHOTO & DIGITAL
8945 COLLEGE PARKWAY
FORT MYERS FL 33919

DATE: 08/03/04 TIME: 17:39
MEM#: 991600005589 TERM: 0001
S-A-L-E-S D-R-A-F-T

REF: 0017 BCH: 091
CD TYPE: MC
TR TYPE: PR
AMOUNT: \$37.10

ACCT: *****4998 EXP: ***
AP: 035999

CARDMEMBER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER

X _____
TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER

POSTED

Exhibit 24

Domain name: **MRLAGUNALAKES.COM**

Administrative Contact:

Marino, Gerard gmarino007@gmail.com
PO Box 60733
Fort Myers, FL 33906
US
+1.2398518883

Technical Contact:

Marino, Gerard gmarino007@gmail.com
PO Box 60733
Fort Myers, FL 33906
US
+1.2398518883

Registration Service Provider:

Register4less, support@r4l.com
(514) 905-6500
<http://register4less.com>

Registrar of Record: TUCOWS, INC.
Record last updated on 05-Mar-2012.
Record expires on 17-Feb-2013.
Record created on 17-Feb-2005.

Registrar Domain Name Help Center:

<http://tuowdomains.com>

Domain servers in listed order:

NS1.R4L.COM
NS2.R4L.COM



Located in south Fort Myers, Laguna Lakes is home to 614 residences on 151 beautifully landscaped acres with 33 acres of lakes.

Located just minutes from Sanibel Island and Fort Myers Beach, a half mile from Health Park Hospital, across from the new Lakes Library and just minutes from schools, shopping and recreation.

Since Laguna Lakes opened in 2004, Gerard Marino has so outsold every other REALTOR, he is known as "Mr Laguna Lakes."

To contact Gerard Marino by email, [click here](#).

For more immediate service, please call Gerard Marino at 239-851-8883.

To see a one minute Laguna Lakes video, please [click here](#).

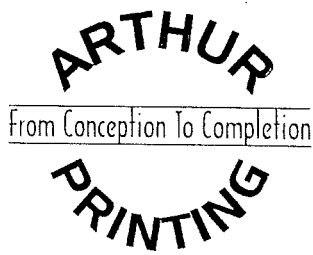
Gerard Marino, CCIM

Amerivest Realty of Lee Island Coast

7800 University Point Dr Suite 400

Fort Myers, FL 33907

239-851-8883



1518 S.E. 46th Lane
Cape Coral, FL 33904
239-542-2452 • Fax: 239-542-3236

Invoice

DATE	INVOICE #
------	-----------

5/20/2005

519B

BILL TO:

Remax Realty Group
7980 Summerlin Lakes Drive #201
Ft. Myers, FL 33907
ATTN: G Marino

SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
Gerard Marino	C.O.D.		5/20/2005			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1,000	Printing	Postcards Tax	0.247 6.00%	247.00T 14.82

JOHN GERARD MARINO, P.A.
1682 S. FLOSSMOOR RD.
FORT MYERS, FL 33919-6407

08-02

1265

Date 6/08/0563-4/630 FL
1120Pay to the
order ofArthur Printing\$ 261⁸²Two Hundred Sixty One + ⁸²/₁₀₀ Dollars

 Security features
are included.
Details on back.
Bank of America

ACH R/T 063100277

For

Invoice 519B

⑆063000047⑆

1265

TOTAL

\$261.82



Selling/Buying Laguna Lakes?

Put My Experience
To Work For You...

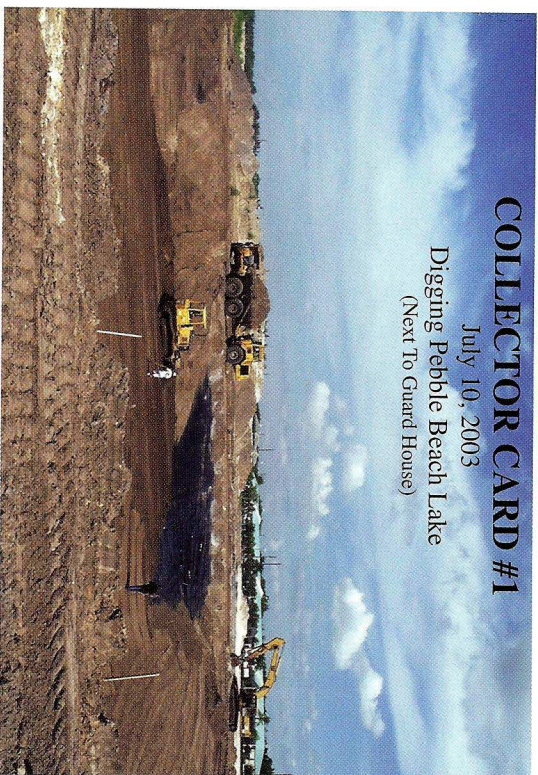
- 12 Laguna Lakes Properties Sold
- Laguna Lakes Resident
- Beverly Hills HOA President

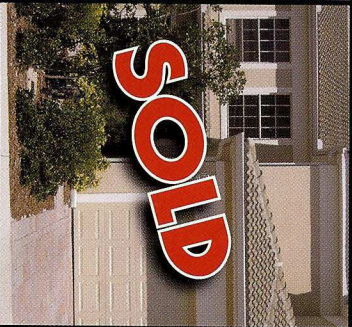
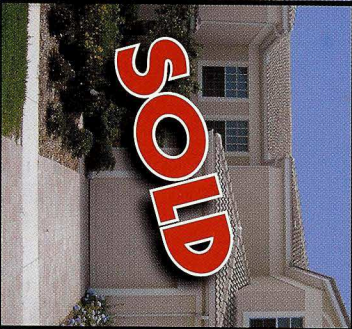
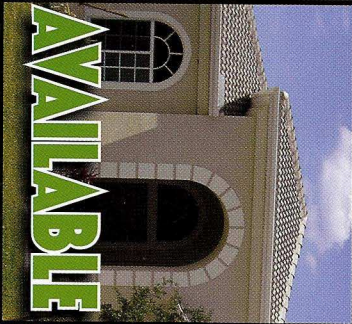
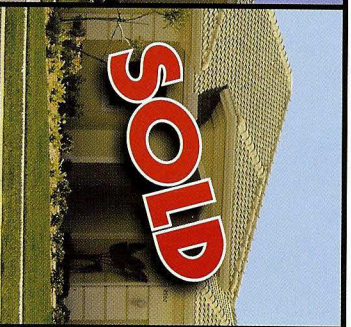
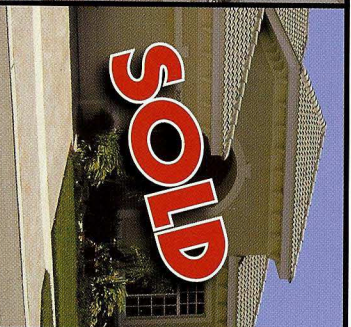
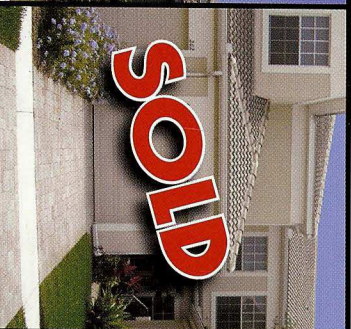
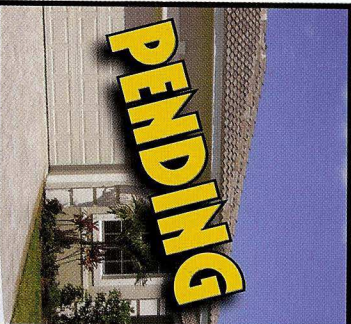
Gerard Marino
"Mr. Laguna Lakes"
(239) 851-8883

Gerard Marino
RE/MAX Realty Group
(239) 851-8883
gmarino@remax.net

COLLECTOR CARD #1

July 10, 2003
Digging Pebble Beach Lake
(Next To Guard House)

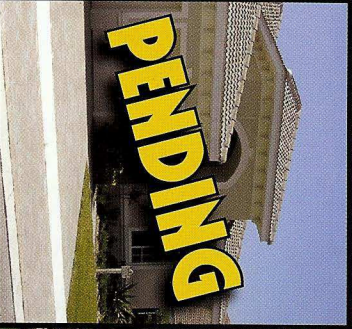




LISTINGS NEEDED!

Gerard Marino
(239)
851-8883

"Mr. Laguna Lake"



Above The Rest Imaging

2317 SE 20th Ave
Cape Coral, FL 33990**Invoice**

Date	Invoice #
7/6/2005	1157

Bill To
GERARD MARINO 9069 Paseo DeValencia St. Ft. Myers, FL


Above The Rest
IMAGING

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
2	Low Altitude Photography Laguna lakes Florida Sales Tax	60.00 6.00%	120.00 0.00


JOHN GERARD MARINO, P.A. 08-02
1682 S. FLOSSMOOR RD.
FORT MYERS, FL 33919-6407

1282

Date 7/8/0563-4/630 FL
1120Pay to the
order ofABOVE THE REST Imaging \$ 120-One Hundred Twenty + no/kr Dollars
 Security features
are included.
Details on back.
Bank of America

ACH R/T 063100277

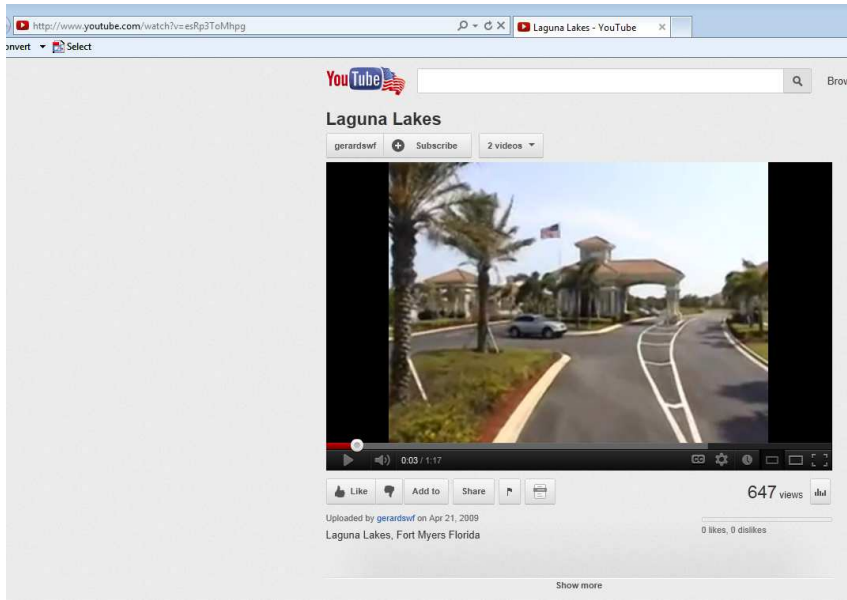
For



 ⑆063000047⑆ 005482008243⑆ 1282

Total	\$120.00
--------------	----------

Phone #	E-mail	Web Site
239-645-4406	Info@abovetherestimaging.com	www.abovetherestimaging.com





Gerard Marino
"Mr. Laguna Lakes"
(239) 851-8883

Selling/Buying Laguna Lakes?

**Put My Experience
To Work For You...**

- 12 Laguna Lakes Properties Sold
- Laguna Lakes Resident
- Beverly Hills HOA President

Gerard Marino
RE/MAX Realty Group
(239) 851-8883
gmarino@remax.net

Exhibit 29

COLLECTOR CARD #1

July 10, 2003

Digging Pebble Beach Lake
(Next To Guard House)



Exhibit 29

PENDING

SOLD

SOLD

SOLD

SOLD

AVAILABLE

SOLD

SOLD

SOLD

SOLD

**LISTINGS
NEEDED!**

PENDING

SOLD

SOLD

SOLD



Gerard
Marino
(239)
851-8883

"Mr. Laguna Lakes"



Gerard Marino
"Mr. Laguna Lakes"
(239) 851-8883

Selling/Buying Laguna Lakes?

Put My Experience

13 To Work For You...

- ~~12~~ Laguna Lakes Properties Sold
- 2 Pending • 2 Available
- Laguna Lakes Resident
- Beverly Hills HOA President

Gerard Marino
RE/MAX Realty Group
(239) 851-8883
gmarino@remax.net

COLLECTOR CARD #2

August 15, 2003

Clubhouse Under Construction

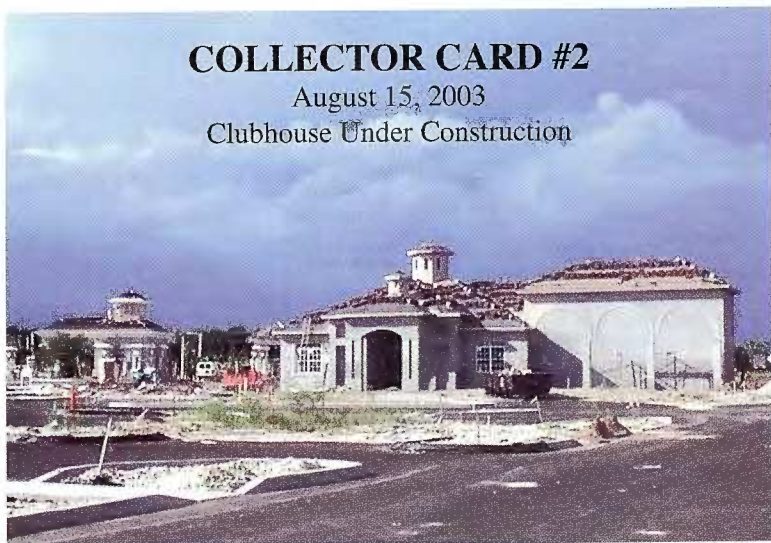


Exhibit 29

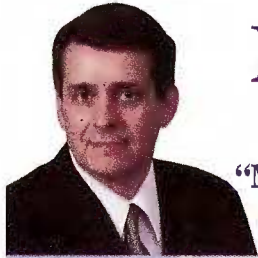
Gerard Marino
P.O. Box 60733
Fort Myers, FL 33906



LISTINGS NEEDED!

PLEASE FORWARD IF NECESSARY

Exhibit 29



Gerard Marino
"Mr. Laguna Lakes"
(239) 851-8883

Laguna Lakes Properties For Sale

LISTINGS NEEDED!!



RE/MAX Realty Group



9100 Paseo De Valencia St. • Malibu Model w/Pool • \$679,000



8820 Spring Mountain Way • Del Sol Model Corner Lot • \$399,900





Gerard Marino
"Mr. Laguna Lakes"
(239) 851-8883

Selling/Buying Laguna Lakes?

**Put My Experience
To Work For You!**

- More Laguna Lakes Properties Sold Than Any Other Realtor
- Laguna Lakes Resident
- Beverly Hills HOA President

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(239) 851-8883
gmarino@remax.net

COLLECTOR CARD #3

August 14, 2003
Original Laguna Lakes Sales Center
On Gladiolus Drive

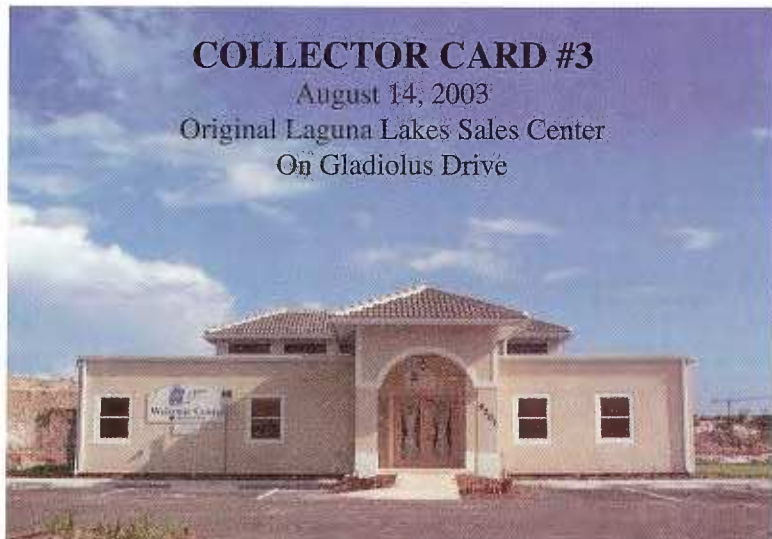
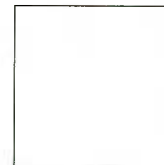


Exhibit 29

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Fort Myers, FL 33906



LISTINGS NEEDED!

PLEASE FORWARD IF NECESSARY

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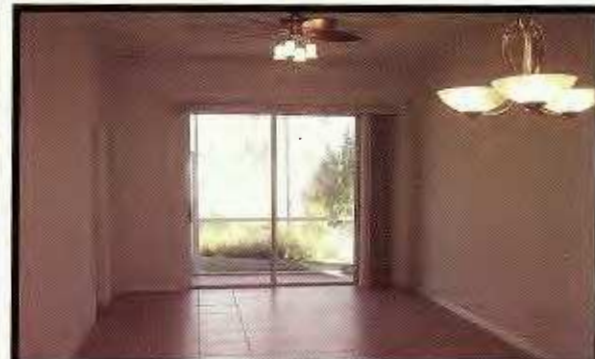
Just Listed... Never Lived In!



RE/MAX Realty Group



8811 Spring Mountain Way • Bel Air Model • 3 bedroom • 2 bath • \$339,900



Tile • Window Coverings • Lighting Upgrades



Neutral Color Kitchen



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Email: gmarino@remax.net

www.ParadiseProperty.net

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Experience To Work For You!**

- #1 Laguna Lakes Realtor®
- Laguna Lakes Resident
- Letters from Past Clients

FREE

"No Strings Attached"
CMA on your property!

COLLECTOR CARD #4

April 2003

Beverly Hills Lake

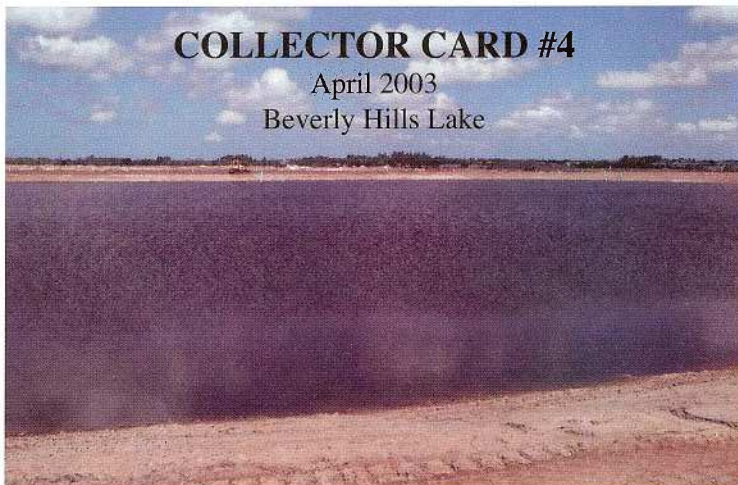
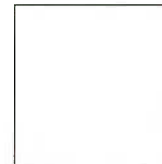


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Exhibit 29

Laguna Lakes Properties For Sale



RE/MAX Realty Group
239-489-044



9225 Belleza Way #204
"Davenport" Condo
3 Bed / 2 Bath
2 Car Garage
\$349,900



15407 Laguna Hills Dr
Like New "Glendale"
5 Bed / 4 Bath
Room for Pool!
\$499,900



8811 Spring Mountain
"Belair" Model
3 Bed / 2 Bath
2 Car Garage
NEVER LIVED IN!
\$299,900



15562 Alton Dr
Popular "Burbank"
3 Bed / 2 Bath
2 Car Garage
Great Lake Views!
\$369,900



Thinking About Selling Your Laguna Lakes Home Or Condo?

Our Local Real Estate Market Has Changed Since Last Year. In March 2006 there were 19,000 + Homes & Condos Listed For Sale in Lee County. A sign in the yard and a "For Sale" flyer aren't enough anymore.

Did You Know That 77% of Home Buyers Begin Their Search Online? (2004 NAR Survey)

When You List With "Mr. Laguna Lakes", Your Property is Advertised In:

- Local MLS www.mlsreal.com • News-Press Print & www.New-Press.com • www.Realtor.com (#1 Searched Site Online)
- www.Homes.com (#2 Searched Site Online) • www.ParadiseProperty.net • Color Postcard Mailings (Just Like This).

Contact Gerard Marino for a FREE, no obligation CMA and consultation: (239) 851-8883 or gmarino@remax.net



Gerard Marino
"Mr. Laguna Lakes"
RE/MAX Realty Group
Direct: (239) 851-8883
Email: gmarino@remax.net
www.ParadiseProperty.net



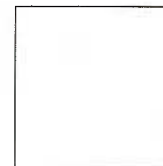
"If you want to **LIST** your home, any real estate agent will do.
If you want to **SELL** your home, Call "Mr. Laguna Lakes"
#1 Laguna Lakes REALTOR® 2004, 2005, 2006



COLLECTOR CARD #5
August 2003
Pebble Beach Bldg "Q"

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"Mr. Laguna Lakes"
(239) 851-8883

Laguna Lakes Real Estate Update



RE/MAX Realty Group
239-489-0444



9260 Belleza Way #105
"Anaheim" Model
3 Bed / 2 Bath
Beautiful Kitchen!
\$279,900



8811 Spring Mountain
"Belair" Model
3 Bed / 2 Bath
2 Car Garage
NEVER LIVED IN!
\$299,900



9265 Belleza Way #103
"Brentwood" Model
3 Bed / 2 Bath
Long View of Lake!
\$372,000

15562 Alton Dr
"Burbank" Model
3 Bed / 2 Bath
2 Car Garage
Great Lake Views!
\$369,900



Did you know...

- According to the Fort Myers MLS on May 1, 2006 for Laguna Lakes...
- 6 Single-family homes Sold since January 1, 2006 • 2 are Pending • 49 are currently For Sale
(2 Single-family homes Sold in April 2006 – Both by "Mr. Laguna Lakes")
 - 4 Pebble Beach Coach homes Sold since January 1, 2006 • 2 are Pending • 21 are currently For Sale

"If you want to **LIST** your home, any real estate agent will do.
If you want to **SELL** your home, Call "Mr. Laguna Lakes"*

(*Gerard Marino Has Sold More Laguna Lakes Properties Than Any Other Realtor® & Is A Laguna Lakes Resident)

Call now for an absolutely FREE & no obligation CMA and consultation: Direct (239) 851-8883



"Mr. Laguna Lakes"

Gerard Marino
"Mr. Laguna Lakes"
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Fort Myers, FL 33906



LISTINGS NEEDED!

Current Resident Or

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"Mr. Laguna Lakes"
(239) 851-8883

Just Listed!

Magnificent Lakefront Family Sized Home



RE/MAX Realty Group
239-489-0444

Additional Photos & Info:
www.ParadiseProperty.net



9320 Paseo De Valencia • Ft Myers • "Glendale" • 5 Bedroom • 4 Baths • \$499,900



Gorgeous Designer Kitchen



Cozy, comfortable Rooms



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"Mr. Laguna Lakes"
Laguna Lakes Resident
Direct: (239) 851-8883

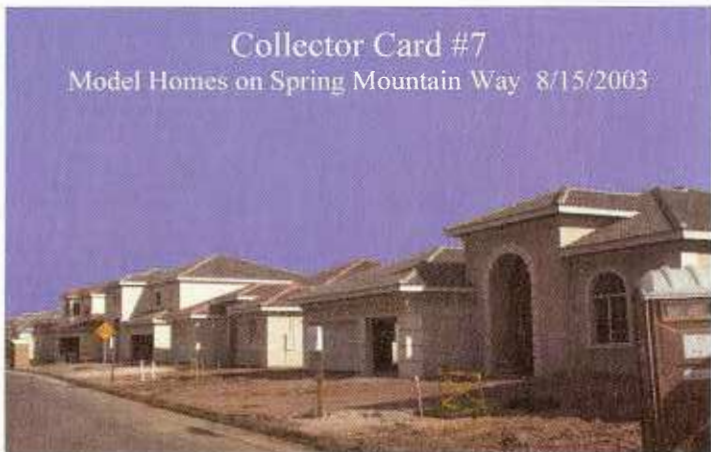


Paradise Property Team
RE/MAX Realty Group

*If You Just Want To List, Any Agent Will Do.
But if You Want To Sell, Call The
Paradise Property Team!™*

Collector Card #7

Model Homes on Spring Mountain Way 8/15/2003



Gerard Marino
PO Box 60733
Fort Myers, FL 33906

Exhibit 29

We Are Selling Property!
**Laguna Lakes
Listings Needed!**

Please Forward If Necessary



Gerard Marino
 "Mr. Laguna Lakes"
 (239) 851-8883

Exhibit 29 *Paradise Property Team*
Specializes in...
Laguna Lakes!



Paradise Property Team
 RE/MAX Realty Group
 Office: 239-489-0444



9216 Calle Arragon #101 • Sold 6/2007



8825 Spring Mtn Way • Sold 7/2007



9170 Paseo De Valencia • Sold 8/2007



9205 Belleza Way #101 For Sale



9221 Calle Arragon Ave #201 For Sale



9150 Red Canyon Dr – SHORT SALE!

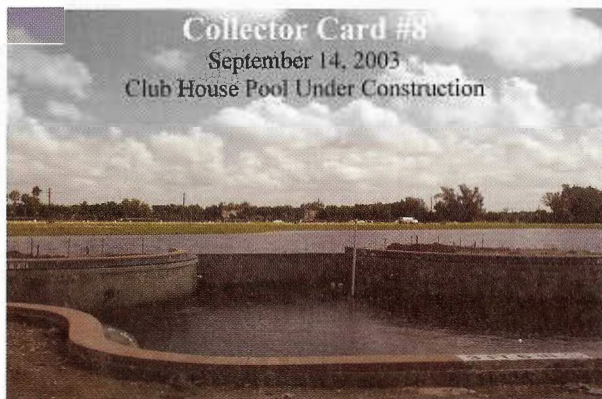
*Gerard Marino Has **Sold 19 Laguna Lakes Properties**, Is On The Board Of Directors and Is A Laguna Lakes Resident!*
Call now for an absolutely FREE & no obligation CMA and consultation: Direct: (239) 851-8883

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Gerard Marino
"Mr. Laguna Lakes"
(239) 851-8883

*According to Florida Gulf Coast MLS,
Gerard Marino sold 27% of all the
Laguna Lakes properties sold in 2007*



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Ft Myers, FL 33906

Laguna Lakes Listings Needed!

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Specializing In Laguna Lakes!

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If You just want to list, any agent will do.
 But, if You want to SELL, call Gerard Marino

Featured Listings



9270 Belleza Way #202



8800 Spring Mountain Way



9230 Belleza Way #203



8839 Spring Mountain Way



9100 Spring Mountain Way



8823 Spring Mountain Way



8930 Paseo De Valencia St



9216 Belleza Way #101



9205 Belleza Way #101



8825 Spring Mountain Way



9150 Red Canyon Dr



9170 Paseo De Valencia

Gerard Marino is an original Laguna Lakes resident and has served on the LLCA, Pebble Beach & Beverly Hills Boards.
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"Mr. Laguna Lakes"

Gerard Marino
(239) 851-8883
gmarino@remax.net

*According to Florida Gulf Coast MLS,
Gerard Marino sold 27% of the
Laguna Lakes properties sold in 2007...
More than any other REALTOR!*

Laguna Lakes Fun Facts

- Laguna Lakes is 151 acres
- The land was purchased by Transeastern in April 2002 for \$8,776,400
(At the time, considered a very high price)
- Laguna Lakes has 33 acres of lakes
- There are 614 residences In Laguna Lakes:
Pebble Beach : 236 Santa Barbara: 166
Monterey: 128 Beverly Hills: 84

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Ft Myers, FL 33906



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#1 in Laguna Lakes Sales

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Over \$8,000,000 in Laguna Lakes sales to date.
If buying or selling in Laguna Lakes, call Gerard Marino
for an absolutely free, no obligation consultation.



9230 Belleza Way #203



8995 Spring Mountain Way



9230 Belleza Way #205



9205 Belleza Way #202



8969 Spring Mountain Way



9100 Spring Mountain Way



9205 Belleza Way #201



8823 Spring Mountain Way



9259 Paseo De Valencia



8800 Spring Mountain Way

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Barbara Marino

Certified Personal Trainer

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Specializing in Beginners, Weight Loss
& Senior Strength Training

\$35 1/2 Hour session / \$50 One Hour Session
5 One Hour Sessions only \$200 !!



**Faux Finishing
Interior & Exterior Painting
Dry Wall Repair
Power Washing
Garage Floor Painting**

Venetian Vision



Call Nick for a Free,
no Obligation Quote.
(239) 940-3956

Licensed & Insured



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Gerard Marino

239-851-8883

gmarino@MrLagunaLakes.com

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RE/MAX
RE/MAX REALTY GROUP
Fort Myers, Florida USA

In 2009, According to the Florida Gulf Coast MLS:

25 of the 378 Single Family Homes Sold (7%)

Lowest Price: \$161,000 (\$75.41 per square foot)

Highest Price: \$302,000 (\$107.90 per square foot)

13 of the 236 Coach Homes Sold (6%)

Lowest Price: \$115,000 (\$59.99 per square foot)

Highest Price: \$173,000 (\$90.25 per square foot)

Laguna Lakes Listings Needed!

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Ft Myers, FL
Permit No. 941

For Sale

Lake-Front Malibu with Pool

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For Details, call "Mr. Laguna Lakes"

Custom Pool Overlooking

Gourmet Kitchen!

Hardwood + Tile Floors!

Formal Dining Room!



"Mr. Laguna Lakes"

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REMAX Realty Group
Fort Myers, Florida

Gerard Marino is an *original* Laguna Lakes resident and has sold more in Laguna Lakes than *ANY* other REALTOR!

Selling / Buying / Leasing ?

Call for an *Absolutely Free, No Obligation Consultation!*

Phone: (239) 851-8883

gmarino@MrLagunaLakes.com

NEW! Search the USA Multiple Listing Service at:
www.MrLagunaLakes.com

Sold 6/2009

9370 Los Alisos Way

Leased 6/2009

9070 Spring Mountain

Sold 8/2009

9265 Belleza Way #102

Leased 10/2009

9089 Paseo De Valencia

Sold 11/2009

15660 Laguna Hills Dr

Leased 4/2009

9216 Calle Arriaga

Leased 8/2009

8729 Spring Mountain

Sold 10/2009

9289 Paseo De Valencia

Sold 11/2009

15581 Alton Dr

2009 Sales & Leases By
"Mr. Laguna Lakes"

2010 Business Is Up...
Listings Needed !!



“Mr. Laguna Lakes”

Gerard Marino

Cell: (239) 851-8883

gmarino@MrLagunaLakes.com

Amerivest Realty Of Lee Island Coast

Laguna Lakes Main Entrance
June 22, 2008



Buying, Selling or Leasing in Laguna Lakes?

Gerard Marino has sold far more than ANY other
REALTOR in Laguna Lakes.

PUT EXPERIENCE ON YOUR SIDE!

Call or email “Mr Laguna Lakes” Today!

Direct: (239) 851-8883

gmarino@MrLagunaLakes.com

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Fort Myers, FL 33906

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*Laguna Lakes
Listings Needed!*

Exhibit 29

Buying, Selling or Leasing?

No one knows Laguna Lakes like "Mr. Laguna Lakes"

Gerard Marino has sold & leased over \$10,000,000 in Laguna Lakes, far more than ANY other REALTOR!



Beverly Hills

9110 Paseo De Valencia

Kings Harbor Model / 4 Bedrooms / 3.5 baths / Study
3 Car Garage / Lake view / 3500 SF under A/C

Only \$349,900



Pebble Beach

15120 Milagrosa #204

Davenport Model / 4 Bedrooms / 2 baths
Great room / 2 Car Garage / 2077 SF under A/C

Only \$199,500



"Mr. Laguna Lakes"

Gerard Marino

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gmarino@MrLagunaLakes.com

Amerivest Realty Of Lee Island Coast

**Gerard is an original Laguna Lakes resident,
served 4 years on 3 different LL boards and offers:**

FREE property value estimates!

FREE LL e-mail updates directly from MLS!

FREE Confidential consultation to LL residents!



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gmarino@MrLagunaLakes.com

Amerivest Realty Of Lee Island Coast

Whether Buying, Selling or Leasing
Put My Experience on YOUR Side!



Gerard Marino has sold far more than ANY other
REALTOR in Laguna Lakes.

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*Sale and Lease
Listings Needed!!*

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Fort Myers, FL 33906

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Buying, Selling or Leasing?

No one knows Laguna Lakes like "Mr. Laguna Lakes!"

JUST LISTED!



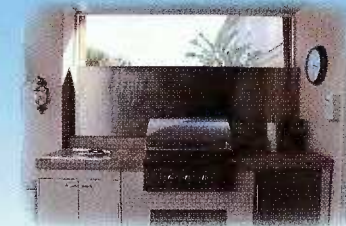
8960 Paseo De Valencia - Kings Harbor



Custom Heated Pool



Custom Heated Spa



Built In BBQ

Gerard Marino has sold & leased over \$10,000,000 in Laguna Lakes, far more than ANY other REALTOR!



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FREE Confidential consultation!

FREE LL property value estimates!

FREE Daily LL e-mail updates from MLS!



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"Mr. Laguna Lakes"

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Email: gmarino@MrLagunaLakes.com

Exhibit 29



Featured Community:

Pebble Beach

236 Condominiums - 4 floor plans

Anaheim - 1789 sq. ft. 1st floor 1 car garage

Brentwood - 1803 sq. ft. 1st floor 1 car garage

Claremont - 1888 sq. ft.* 2nd floor 2 car garage

Davenport - 1917 sq. ft.* 2nd floor 2 car garage

* Optional Bonus room adds 160 to 165 additional sq ft depending on floor plan

No one KNOWS Laguna Lakes like *"Mr. Laguna Lakes!"*



Laguna Lakes Club House

Gerard Marino

Amerivest Realty

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Fort Myers, FL 33906



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Thinking About Buying, Selling or Leasing? No one SELLS Laguna Lakes like "Mr. Laguna Lakes!" (Over \$10,000,000 in Laguna Lakes sales! Free consultation.)



8960 Paseo De Valencia - SOLD Feb 2011



9080 Paseo De Valencia - Malibu, Lake Front w/Pool



9110 Paseo De Valencia - Pending Sale



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gmarino@MrLagunaLakes.com





Gerard Marino, CCIM

"Mr. Laguna Lakes"

Direct: (239) 851-8883

E-mail: gmarino@MrLagunaLakes.com

Exhibit 29



Featured Community:

Monterey

128 Single Family Homes - 4 Floor Plans

Alameda - 1341 sq. ft. 2 bedrooms 2 Baths Single Floor

Bel Air - 1503 sq. ft. 2 bedrooms 2 Baths Single Floor

Carmel - 1786 sq. ft. 3 bedrooms 2.5 Baths Two Floors

Del Sol - 2086 sq. ft. 4 bedrooms 3.5 Baths Two Floors

No one KNOWS Laguna Lakes like "Mr. Laguna Lakes!"



Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906



Exhibit 29

Thinking About Buying, Selling or Leasing? No one SELLS Laguna Lakes like “Mr. Laguna Lakes!”

(Over \$10,000,000 in Laguna Lakes sales! Free, no obligation consultation.)



Another One SOLD by “Mr. Laguna Lakes”
9110 Paseo De Valencia
Closed 4/14/2011 for \$322,500

If you’re considering selling, buying or leasing in Laguna Lakes, don’t trust just any agent. I’m an original Laguna Lakes resident, have served on 3 boards and have FAR more Laguna Lakes sales than ANY other agent.

For a no obligation consultation, including short sales and foreclosures, please call me at (239) 851-8883 or email gmarino@MrLagunaLakes.com.

Thank you. Sincerely - Gerard Marino



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“Mr. Laguna Lakes”

Direct: (239) 851-8883

gmarino@MrLagunaLakes.com





Gerard Marino, CCIM

"Mr. Laguna Lakes"

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E-mail: gmarino@MrLagunaLakes.com

Exhibit 29



Featured Community:

Santa Barbara

166 Single Family Homes - 7 Floor Plans

Avalon - 1640 sq. ft. 2 bedrooms 2 Baths Single Floor

Burbank - 1817 sq. ft. 3 bedrooms 2 Baths Single Floor

Catalina - 1877 sq. ft. 3 bedrooms 2.5 Baths Single Floor

Del Mar - 2163 sq. ft. 3 bedrooms 2.5 Baths Two Floors

Encino - 2376 sq. ft. 4 bedrooms 2.5 Baths Two Floors

Fresno - 2604 sq. ft. 5 bedrooms 3 Baths Two Floors

Glendale - 2928 sq. ft. 5 bedrooms 4 Baths Two Floors

No one **KNOWS** Laguna Lakes like "Mr. Laguna Lakes!"



Gerard Marino

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Fort Myers, FL 33906

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Thinking About Buying, Selling or Leasing? No one **SELLS** Laguna Lakes like “*Mr. Laguna Lakes!*”

\$10,000,000+ in Laguna Lakes sales. Free, no obligation CMA and/or Market Report.



JUST LISTED by “*Mr. Laguna Lakes*”
9310 Belleza Way
Asking Price Just \$249,900



If you're considering *selling, buying or leasing* in Laguna Lakes, don't trust just any agent. I'm an original Laguna Lakes resident, served on 3 boards over 4 years and have FAR more Laguna Lakes sales than ANY other agent. For a no obligation consultation, including current short sale changes, foreclosures, a free CMA on your property or just a current Laguna Lakes Market Report, please call me at (239) 851-8883 or email gmarino@MrLagunaLakes.com.

Thank you. Sincerely - Gerard Marino



Gerard Marino, CCIM
“*Mr. Laguna Lakes*”

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gmarino@MrLagunaLakes.com





Gerard Marino, CCIM

"Mr. Laguna Lakes"

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E-mail: gmarino@MrLagunaLakes.com

Exhibit 29



Featured Community:

Beverly Hills

84 Single Family Homes - 5 Different Models

La Jolla - 2629 sq. ft. 4 bedrooms 2.5 Baths 2 Car Garage

Malibu - 2917 sq. ft. 4 bedrooms 3.5 Baths 3 Car Garage

Jardin - 3287 sq. ft. 4 bedrooms 4 Baths 3 Car Garage

Kings Harbor - 3501 sq. ft. 4 bedrooms 3.5 Baths 3 Car Garage

Isle Vista - 3635 sq. ft. 5 bedrooms 3.5 Baths 3 Car Garage

No one KNOWS Laguna Lakes like "Mr. Laguna Lakes!"



Gerard Marino

Amerivest Realty

PO Box 60733

Fort Myers, FL 33906

Ready to Sell, Buy or Lease in Laguna Lakes?

No one **SELLS** Laguna Lakes like “Mr. Laguna Lakes”

\$10,000,000+ in Laguna Lakes sales...far more than ANY other REALTOR.



9215 Belleza Way #102

Priced For Quick Sale at \$139,900



If you're considering *Selling*, *Buying* or *Leasing* in Laguna Lakes, don't settle for just any agent. I'm an original Laguna Lakes resident, served on 3 boards over 4 years and have closed far more Laguna Lakes sales than any other REALTOR.

For a FREE, no obligation consultation or a list of recent sales and current listings, please call me at (239) 851-8883 or email gmarino@MrLagunaLakes.com.

Thank you. Sincerely - Gerard Marino



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Gerard Marino, CCIM

"Mr. Laguna Lakes"

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E-mail: gmarino@MrLagunaLakes.com

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Featured Community:

Beverly Hills

84 Single Family Homes - 5 Different Models

La Jolla - 2629 sq. ft. 4 bedrooms 2.5 Baths 2 Car Garage

Malibu - 2917 sq. ft. 4 bedrooms 3.5 Baths 3 Car Garage

Jardin - 3287 sq. ft. 4 bedrooms 4 Baths 3 Car Garage

Kings Harbor - 3501 sq. ft. 4 bedrooms 3.5 Baths 3 Car Garage

Isle Vista - 3635 sq. ft. 5 bedrooms 3.5 Baths 3 Car Garage

No one KNOWS Laguna Lakes like *"Mr. Laguna Lakes!"*



Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

Ready to Sell, Buy or Lease in Laguna Lakes?

No one **SELLS** Laguna Lakes like "Mr. Laguna Lakes"

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\$10,000,000+ in Laguna Lakes sales...far more than ANY other REALTOR.



9215 Belleza Way #102
Priced For Quick Sale at \$139,900

Listed 5/18/2011
Closed 6/15/2011
\$138,500
(98.99% of asking price)



If you're considering *Selling, Buying or Leasing* in Laguna Lakes, don't settle for just any agent. I'm an original Laguna Lakes resident, served on 3 boards over 4 years and have closed far more Laguna Lakes sales than any other REALTOR.

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For Results...Call Mr. Laguna Lakes at (239) 851-8883





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"Mr. Laguna Lakes"

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Exhibit 29



Trivia Question

When the developer of Laguna Lakes submitted their rezoning request in January 2002, what was the name they planned to use?

Answer: Monterey Lakes

No one KNOWS Laguna Lakes like "Mr. Laguna Lakes!"



Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

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Ready to Sell, Buy or Lease in Laguna Lakes?

No one **SELLS** Laguna Lakes like "Mr. Laguna Lakes"

\$10,000,000+ in just Laguna Lakes sales...far more than ANY other REALTOR.

Just Listed !



9189 Paseo De Valencia (Laguna Lakes) MINT CONDITION! 4 Beds, 2.5 Baths, Family Room, Pool, Lake Front Asking: \$329,900



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gmarino@MrLagunaLakes.com

Exhibit 29

No one KNOWS Laguna Lakes like "Mr. Laguna Lakes!"

Can your agent explain Laguna Lakes' CDD,
what it costs, why it's fair and why it's GOOD?
If not...you have the wrong agent!



**Laguna
Lakes**

Buy / Sell / Lease

Resident Agent

(239) 851-8883

Gerard Marino Amerivest Realty

No one MARKETS Laguna Lakes like "Mr. Laguna Lakes!"



Laguna Lakes Clubhouse Just Before Dawn

Laguna Lakes Properties Needed To Sell & Lease!

Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

PRSRT STD
US Postage
PAID
Fort Myers, FL
Permit No. 941

ECRWSS
POSTAL CUSTOMER

Exhibit 29

Thinking About Buying, Selling or Leasing?

No one Lists, Sells and Leases Laguna Lakes like “Mr. Laguna Lakes!”

More Laguna Lakes sales than the next 10 REALTORS combined! Why settle for less?



Gerard Marino, CCIM

“Mr. Laguna Lakes”

Direct: (239) 851-8883

gmarino@MrLagunaLakes.com

Free, confidential, no obligation consultation.

Laguna Lakes Properties Needed!



Amerivest Realty Of Lee Island Coast

Exhibit 29



Gerard Marino, CCIM
"Mr. Laguna Lakes"
Amerivest Realty
Direct: (239) 851-8883
gmarino@MrLagunaLakes.com

No one KNOWS Laguna Lakes like "Mr. Laguna Lakes!"

Within Laguna Lakes, there are 3 Homeowner Associations,
1 Condominium Association, a Not-For-Profit Domestic Corporation (LLCA)
And a Community Development District (CDD).

Can your REALTOR explain what is provided by each, their cost & benefit?

If not, you have the wrong agent!



A Magnificent Sunset Over Beverly Hills



Laguna Lakes Listings Needed!

Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

PRSR STD
US. Postage
PAID
Fort Myers, FL
Permit No. 941

ECRWSS
POSTAL CUSTOMER

Exhibit 29

Considering Buying, Selling or Leasing?

No one *Lists, Sells and Leases* Laguna Lakes Like "Mr. Laguna Lakes!"

Gerard Marino has sold FAR more in Laguna Lakes than ANY other REALTOR. Resident Agent Since 2004. Why settle for less?

Just Listed



9080 Paseo De Valencia St (Malibu Model)
4 Bedroom / 3.5 Baths / Study / Family Room / 3 Car Garage
Listed At \$365,000



Gerard Marino, CCIM
"Mr. Laguna Lakes"
Amerivest Realty
Direct: (239) 851-8883
gmarino@MrLagunaLakes.com

Laguna Lakes Listings Needed!





Gerard Marino, CCIM

"Mr. Laguna Lakes"

Amerivest Realty

Direct: (239) 851-8883

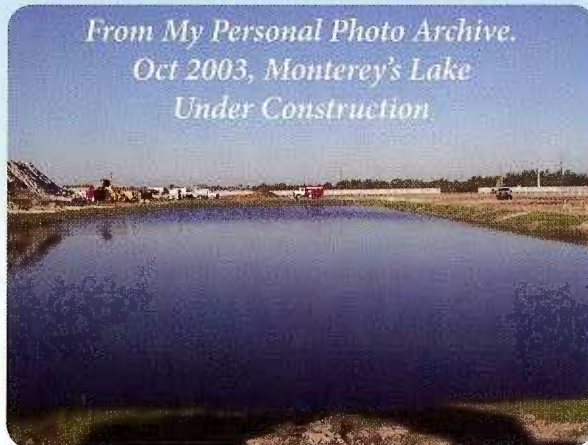
gmarino@MrLagunaLakes.com

Exhibit 29

No one KNOWS Laguna Lakes like "Mr. Laguna Lakes!"

Laguna Lakes is comprised of 614 residences, with 3 homeowner associations, 1 condo association, a non profit community association and a Community Development District (CDD). By law, each must be accurately disclosed to a Buyer with correct fees or the Buyer can walk away ... right up to closing!

Buying or Selling is a serious matter....don't gamble on your agent.



Laguna Lakes Listings Needed!



Laguna Lakes Listings Needed!

Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

PRSRT STD
U.S. Postage
PAID
Fort Myers, FL
Permit No. 941

ECRWSS
POSTAL CUSTOMER

Exhibit 29

Buying, Selling or Leasing?

No one *Lists, Sells and Leases* in Laguna Lakes like "Mr. Laguna Lakes!"

Since 2004, Gerard Marino has consistently sold more in Laguna Lakes than ANY other REALTOR. *Resident Agent*. Why settle for less?



Closed July 2012

Sold By "Mr. Laguna Lakes"
8729 Spring Mountain Way
Short Sale: List Price: \$144,900
Sale Price: \$144,900



Closed June 2012

Sold By "Mr. Laguna Lakes"
9080 Paseo De Valencia
List Price: \$365,000
Sale Price: \$355,000



Closed February 2012

Sold By "Mr. Laguna Lakes"
15580 Laguna Hills
List Price: \$269,900
Sale Price: \$260,000



Closed February 2012

Sold By "Mr. Laguna Lakes"
15105 Milagrosa #201
List Price: \$148,900
Sale Price: \$141,500



Pending Sale

Listed By "Mr. Laguna Lakes"
8870 Paseo De Valencia
List Price: \$259,900
Sale Price: PENDING



Gerard Marino, CCIM
"Mr. Laguna Lakes"
Amerivest Realty
Direct: (239) 851-8883
gmarino@MrLagunaLakes.com





Gerard Marino, CCIM

"Mr. Laguna Lakes"™

Amerivest Realty

Direct: (239) 851-8883

gmarino@MrLagunaLakes.com

Exhibit 29

Buying or selling real estate is a serious matter....usually the largest single purchase or sale a family will ever make. Besides understanding your particular needs, your agent will eventually also have to negotiate on YOUR behalf.

This ability to negotiate can be worth thousands, or even tens of thousands of dollars to YOU. And when the "going gets rough", his/her training and skill will make the difference between keeping it together or having it all fall apart.

Gerard Marino recently achieved the *Certified Negotiation Expert* designation, which is held by less than 1% of real estate agents nationally.

Why settle for less?



Laguna Lakes Listings Needed!

Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

PRSRT STD
US Postage
PAID
Fort Myers, FL
Permit No. 941

ECRWSS
POSTAL CUSTOMER

Exhibit 29

Buying, Selling or Leasing?

No one *Lists, Sells or Leases* more in Laguna Lakes than “Mr. Laguna Lakes!”™

Since 2004, Gerard Marino has consistently sold FAR more in Laguna Lakes than ANY other REALTOR™. Resident Agent. Why settle for less?



9020 Paseo De Valencia St - Laguna Lakes
4 Beds / 3.5 Baths / Study / Family Room / 3 Car Garage / Pool
Malibu Model: 2917 Sq Ft Under A/C 3729 Total Sq Ft
Priced For Quick Sale At Just \$379,000



Gerard Marino, CCIM
“Mr. Laguna Lakes”™
Amerivest Realty
Direct: (239) 851-8883
gmarino@MrLagunaLakes.com



Custom Kitchen



Custom Pool with Waterfall



Grand Entrance



Lap Section & Paver Patio

Nov 7-13, 2012

Exhibit 30

AMERIVESTTM

Realty
Of Lee Island Coast



On the Web, In the Community, Here for You!

www.AmerivestRealtyofFtMyers.com

7800 University Pointe Drive

HOME2HOME.NET



\$2,200,000

Tania Pleischl (239) 313-3639

A Spa in the Sky. Live in your own Penthouse Paradise! The Paramount at Gulf Harbour.

MIROMAR LAKES



\$1,199,000

Amerivest Realty (239) 989-0111

Breathtaking, beach cottage, complete with 4 BR, 3 BA, pool and many other luxuries.

HOME2HOME.NET



\$599,000

Tania Pleischl (239) 313-3639

Exquisite Newport Shores Condo in Gulf Harbour, 3 Bdr/3Bth, 3129 sq ft, Custom Furniture Negotiable.

LAGUNA LAKES



\$499,900

Gerard Marino (239) 851-8883

4 Bed / 4 Bath / 3 Car / Pool / Lakefront
www.MrLagunaLakes.com

CATHYANCEFSKY.COM



\$450,000

Cathy Ancefsky (239) 565-1118

Gorgeous Gulf Access, Intersecting Canals, Spacious, 3/3+ office, pool, spa, Extended Lanai, Perfect.

COPPERLEAF AT THE BROOKS



\$429,000

Amerivest Realty (239) 989-0111

Beautifully maintained, 3+ Den, 3 Bath, 2 car garage pool home, offer fantastic golf course view.

SACACENO AT GRANDESSA



\$339,500

Amerivest Realty (239) 989-0111

Amazing 3 / 2 attached villa, pool & spa, preserve view spacious floor plan, eat-in kitchen & formal dining.

FINDYOURSWFLORIDAHOME.COM



\$325,000

Marsha Asp (239) 851-6434

Prime 3/3 end unit at Riva Del Lago, beautiful view! Ideal location with Lakes Park as a backyard.

GULF HARBOUR - TAMARIND CAY



\$217,500

Amerivest Realty (239) 989-0111

Immaculate, 2/2, ground floor. Lakeview. Shows like a model.

COLONIAL COUNTRY CLUB



\$169,900

Amerivest Realty (239) 989-0111

Devonshire Lakes - Gateway. 2/2. This twin villa shows like a model. A must see!

CATHYANCEFSKY.COM



\$160,000

Cathy Ancefsky (239) 565-1118

Beautiful & Spacious 2Bed 2Bath +Den, Granite, Travertine, Plantation Shutters Through-out, Perfect Condition!

MARBELLA AT CYPRESS



\$145,000

Amerivest Realty (239) 989-0111

2/2, ground floor, end unit with private patio. Amenities are clubhouse & swimming pool.

Exhibit 31

Typical sign used by for years by Marino on roads surrounding Laguna Lakes



2007 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Aug 07, 2007 8:00 am
Secretary of State

08-07-2007 90026 050 ****61.25

DOCUMENT # N03000008338

1. Entity Name
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.



Exhibit 32

40128331



Principal Place of Business
**1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103**

Mailing Address
**1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103**

2. Principal Place of Business - No P.O. Box #
6719 Winkler Rd

3. Mailing Address
6719 Winkler Rd

Suite, Apt. #, etc.
Suite 200

Suite, Apt. #, etc.
Suite 200

City & State
Fort Myers, FL

City & State
Fort Myers, FL

Zip
33919

Country
USA

Zip
33919

Country
USA

02232007 Chg-NP CR2E037 (12/06)

4. FEI Number
20-0277963

Applied For
☐ Not Applicable

5. Certificate of Status Desired ☐ \$8.75 Additional Fee Required

6. Name and Address of Current Registered Agent

**SOUTHWEST PROPERTY MANAGEMENT CORP
1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103**

7. Name and Address of New Registered Agent

Name
Adiant Property Management

Street Address (P.O. Box Number is Not Acceptable)
6719 Winkler Rd

Suite 200

City
Fort Myers

FL

Zip Code
33919

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE **Millie K. Strohm, VP/OWNER**

Millie K. Strohm

2-27-07

Signature, typed or printed name of registered agent and title if applicable.

(NOTE: Registered Agent signature required when reinstating)

DATE

**Filing Fee is \$61.25
Due by May 1, 2007**

9. Election Campaign Financing
Trust Fund Contribution. ☐

\$5.00 May Be
Added to Fees

**Make check payable to
Florida Department of State**

10. OFFICERS AND DIRECTORS

TITLE NAME STREET ADDRESS CITY-ST-ZIP	PD GARZIA, JOSEPH 9200 BELLEA WAY, #201 FORT MYERS, FL 33908	<input checked="" type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VD NEIGHBORS, PAUL 8699 PASEO DE VALENCIA ST FORT MYERS, FL 33908	<input checked="" type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	TD SEELE, THOMAS 9149 PASEO DE VALENCIA ST. FORT MYERS, FL 33908	<input checked="" type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	SD GRAY, RICHARD 15359 LAGUNA HILLS DRIVE FORT MYERS, FL 33908	<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	D ADKINS, RALPH 8700 SPRING MOUNTAIN WAY FORT MYERS, FL 33908	<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	D BEAULIEU, WILLIAM 9150 PASEO DE VALENCIA ST FORT MYERS, FL 33908	<input checked="" type="checkbox"/> Delete

11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10

TITLE NAME STREET ADDRESS CITY-ST-ZIP	PD ESMOND LEWIS 8869 Paseo De Valencia St. Fort Myers, FL 33908	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VPD Gerard Marino 9169 Paseo De Valencia St. Fort Myers, FL 33908	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	TD Ellen Young 8959 Paseo De Valencia St Fort Myers, FL 33908	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	D 	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	SD Mike Rowe 9216 Calle Aragon Ave #202 Fort Myers, FL 33908	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	D Gregg Turner 9160 Spring Mountain Way Fort Myers, FL 33908	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 19, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address with all other like empowered.

SIGNATURE: **Edmund J. Lin**

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR


Date

Daytime Phone #

2-27-07

2007 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

(2 of 2)

DOCUMENT # N03000008338 1. Entity Name LAGUNA LAKES COMMUNITY ASSOCIATION, INC.					
Principal Place of Business 1044 CASTELLO DRIVE SUITE 206 NAPLES, FL 34103			Mailing Address 1044 CASTELLO DRIVE SUITE 206 NAPLES, FL 34103		
2. Principal Place of Business - No P.O. Box #			3. Mailing Address		
Suite, Apt. #, etc.			Suite, Apt. #, etc.		
City & State			City & State		
Zip		Country		Zip	
Country		Country		02262007 Chg-NP CR2E037 (12/06)	
4. FEI Number 20-0277963				Applied For <input type="checkbox"/> Not Applicable	
5. Certificate of Status Desired <input type="checkbox"/> \$8.75 Additional Fee Required				6. Name and Address of Current Registered Agent	
7. Name and Address of New Registered Agent				Name	
Street Address (P.O. Box Number is Not Acceptable)				Street Address	
City				City	
State				State	
Zip Code				Zip Code	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.					
SIGNATURE <u>Millie K. Strohm V P/owner</u> <u>Millie K. Strohm</u> <u>2-27-07</u> <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating.) DATE</small>					
Filing Fee is \$61.25 Due by May 1, 2007		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees		Make check payable to Florida Department of State	
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE NAME STREET ADDRESS CITY - ST - ZIP	PD GARZIA, JOSEPH 9200 BELLEA WAY, #201 FORT MYERS, FL 33908	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY - ST - ZIP	D Dennis Rose 8830 Paseo De Valencia St Fort Myers, FL 33908	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY - ST - ZIP	VD NEIGHBORS, PAUL 8699 PASEO DE VALENCIA ST FORT MYERS, FL 33908	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY - ST - ZIP	D Donna Flammig 9059 Spring Mountain Way Fort Myers, FL 33908	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY - ST - ZIP	TD SEELE, THOMAS 9149 PASEO DE VALENCIA ST. FORT MYERS, FL 33908	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY - ST - ZIP	SD GRAY, RICHARD 15359 LAGUNA HILLS DRIVE FORT MYERS, FL 33908	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY - ST - ZIP	SD GRAY, RICHARD 15359 LAGUNA HILLS DRIVE FORT MYERS, FL 33908	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY - ST - ZIP	D ADKINS, RALPH 8700 SPRING MOUNTAIN WAY FORT MYERS, FL 33908	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY - ST - ZIP	D ADKINS, RALPH 8700 SPRING MOUNTAIN WAY FORT MYERS, FL 33908	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY - ST - ZIP	D BEAULIEU, WILLIAM 9150 PASEO DE VALENCIA ST FORT MYERS, FL 33908	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.					
SIGNATURE: <u>Edward J. Lee</u> <u>2-27-07</u> <small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #</small>					

ATTACHMENT

40128351

2008 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 03, 2008 8:00 am
Secretary of State

03-03-2008 90201 050 ****61.25

DOCUMENT # N03000008338

1. Entity Name
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.



Principal Place of Business
**6719 WINKLER RD
SUITE 200
FORT MYERS, FL 33919**

Mailing Address
**6719 WINKLER RD
SUITE 200
FORT MYERS, FL 33919**

Exhibit 33



2. Principal Place of Business - No P.O. Box #

3. Mailing Address

Suite, Apt. #, etc.

Suite, Apt. #, etc.

City & State

City & State

Zip

Country

Zip

Country

02042008

Chg-NP

CR2E037 (12/06)

4. FEI Number
20-0277963

Applied For
Not Applicable

5. Certificate of Status Desired ☐

**\$8.75 Additional
Fee Required**

6. Name and Address of Current Registered Agent

**ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919**

7. Name and Address of New Registered Agent

Name

Street Address (P.O. Box Number is Not Acceptable)

City

FL

Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE

[Signature]
Signature, typed or printed name of registered agent and title if applicable.

VP
(NOTE: Registered Agent signature required when reinstating)

DATE

2-15-08

**Filing Fee is \$61.25
Due by May 1, 2008**

9. Election Campaign Financing
Trust Fund Contribution. ☐

**\$5.00 May Be
Added to Fees**

**Make check payable to
Florida Department of State**

10. OFFICERS AND DIRECTORS

TITLE	PD	<input type="checkbox"/> Delete
NAME	LEWIS, ESMOND	
STREET ADDRESS	8869 PASEO DE VALENCIA ST.	
CITY-ST-ZIP	FORT MYERS, FL 33908	
TITLE	VPD	<input type="checkbox"/> Delete
NAME	MARINO, GERARD	
STREET ADDRESS	9069 PASEO DE VALENCIA ST	
CITY-ST-ZIP	FORT MYERS, FL 33908	
TITLE	TD	<input type="checkbox"/> Delete
NAME	YOUNG, ELLEN	
STREET ADDRESS	8959 PASEO DE VALENCIA ST.	
CITY-ST-ZIP	FORT MYERS, FL 33908	
TITLE	D	<input checked="" type="checkbox"/> Delete
NAME	GRAY, RICHARD	
STREET ADDRESS	15359 LAGUNA HILLS DRIVE	
CITY-ST-ZIP	FORT MYERS, FL 33908	
TITLE	D	<input checked="" type="checkbox"/> Delete
NAME	ADKINS, RALPH	
STREET ADDRESS	8700 SPRING MOUNTAIN WAY	
CITY-ST-ZIP	FORT MYERS, FL 33908	
TITLE	SD	<input checked="" type="checkbox"/> Delete
NAME	ROWE, MIKE	
STREET ADDRESS	9216 CALLE ARRAGON AVE #202	
CITY-ST-ZIP	FORT MYERS, FL 33908	

11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10

TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		
STREET ADDRESS		
CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		
STREET ADDRESS		
CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		
STREET ADDRESS		
CITY-ST-ZIP		
TITLE	SD John McHugh	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
NAME	15680 Laguna Hills Dr	
STREET ADDRESS	Ft Myers, FL 33908	
CITY-ST-ZIP		
TITLE	D Gregg Turner	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
NAME	9160 Spring Mountain Way	
STREET ADDRESS	Ft Myers, FL 33908	
CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		
STREET ADDRESS		
CITY-ST-ZIP		

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address with all other like empowered.

SIGNATURE:

[Signature]
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

Date

Daytime Phone # **239-454-1101** **X236**

2012 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N03000008338

FILED
Feb 03, 2012
Secretary of State

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Principal Place of Business:

Exhibit 34

Current Mailing Address:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Mailing Address:

FEI Number: 20-0277963

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: PD
Name: TARDIFF, PATRICK
Address: 9220 BELLEZA WAY #201
City-St-Zip: FORT MYERS, FL 33908

Title: VPD
Name: FLAMMANG, DONNA
Address: 9059 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: TD
Name: HAJICEK, BOB
Address: 9226 CALLE ARRAGON AVE. #201
City-St-Zip: FORT MYERS, FL 33908

Title: SD
Name: KELLEY, JEFF
Address: 8890 PASEO DE VALENCIA ST.
City-St-Zip: FORT MYERS, FL 33908

Title: D
Name: COWART, MARY ANN
Address: 9350 LOS ALISOS WAY
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BOB HAJICEK

TD

02/03/2012

Electronic Signature of Signing Officer or Director

Date



Exhibit 35
scroll down...

Community Association Inc.
Board of Director's Meeting Minutes
*Held on August 22nd, 2011 at 7:00pm at the Laguna Lakes Clubhouse,
Located at 15300 Lakes of Laguna Boulevard, Fort Myers Florida, 33908*

Approved Minutes

Present: President, Patrick Tardiff; Vice-President, Donna Flammang (by phone);
Treasurer, Bob Hajicek, Secretary, Jeff Kelley; Director, Mary Ann Cowart

Management Company: Patrick McGuire, CAM – Alliant Association Management (absent)
Kim Hertner, CAM – Alliant Association Management was present.

Chairperson of Meeting: President, Patrick Tardiff.

- 1) **Establish a Quorum/Call to Order:** A quorum was established and the meeting was called to order at 7:03 by Patrick Tardiff.
- 2) **Proof of Notice:** Notice was posted on August 15th on the website and on August 19th on the bulletin board.
- 3) **Disposal of Unapproved Minutes:** – Previous minutes will be approved at the next meeting.
- 4) **Treasurer's Report:**

i) Cash Operating	\$458,872.00
ii) Cash Reserves	\$179,490.00
iii) Cash Total	\$638,362.00
iv) Operating Actual YTD Expenses	\$707,423.00
v) Operating Budget YTD Expenses	\$725,001.00

5) **Committee Reports:**

- a) **Social Committee** – No report given
- b) **Landscaping Committee -**
 - i) **Items Completed**
 - (1) Ficus hedge was completed.
 - (2) Washingtonian palms were trimmed.
 - (3) Oak trees on Laguna Lakes parkways will be completed on Monday.
 - ii) **Proposals**
 - (1) Removal of 5 Hong Kong Orchids, Silver Buttonwoods, Green Island Ficus and Core Grass around the edge of the roundabout. Install sod. Everyday Maintenance proposal \$2,125.00
 - (2) Renovate 5 sprinkler zones on the roundabout. Irrigation Specialist proposal \$2,084.00.

*Visit us at
www.lagunalakesassociation.com
This agenda was prepared by Alliant Association Management;
6719 Winkler Road Suite 200, Fort Myers Florida, 33919,
In accordance with Florida Statutes.
Cc; BOD; LLCA File*

- (3) Sylvester Palm on the roundabout needs to be straightened. Gulf Coast Palm proposal \$275.00.
- (4) Total cost for the roundabout \$4,484.00.

MOTION: A motion was made by Donna Flammang to accept the proposal from Everyday Maintenance for \$2,125.00 for removal of 5 Hong Kong Orchids, Silver Buttonwoods, Green Island Ficus and Core Grass around the edge of the roundabout and install sod. And also accept the proposal from Irrigation Specialist to renovate 5 sprinkler zones on the roundabout for a cost of \$2,084.00. Seconded by Bob Hajicek. All in favor, motion passes.

c) **Club House Committee –**

- i) Billiard bar stools have been recovered.
- ii) Umbrellas were replaced in the pool area.
- iii) Water fountain is leaking for the fourth time this year.
- iv) Need to replace the two nets and poles at the tennis courts.
- v) Tarp cover on the gazebo is shredded.
- vi) Racket ball court needs either repairing or a member vote to change the use status.

(1) Proposals from Mark Wardell at Ritzman Tennis

- (a) Net posts \$350.00
- (b) Nets two at \$183.00 each
- (c) Gazebo cover \$750.00
- (d) Windscreens \$1,500.00 plus tax to do all around both courts
- (e) Clay \$350.00

MOTION: A motion was made by Bob Hajicek to proceed with the net posts at \$350.00, new nets at \$183.00 each, Gazebo cover at \$750.00, clay at about \$350.00 and to replace the fountain. Seconded by Donna Flammang. All in favor, motion passes.

6) **Old Business:**

- a) **LLCA Vote Meeting** – Amendment changes prepared by the Association Attorney were reviewed by the Board.

MOTION: A motion was made by Mary Ann Cowart to recommend to the members to pass the amendment change. Seconded by Patrick Tardiff. All in favor, motion passes.

Members meeting will be held on October 4, 2011 at 7:00 in the Clubhouse.

- b) **TEM Update** – Security measures at the clubhouse have been progressing along but not yet completed.
- c) **Comcast Contract** – Contract was signed on Tuesday, August 16, 2011. Contract effective date is October 1, 2011. Letter will be mailed to the residents soon.
- d) **Oak Tree Trimming Update** – Discussed previously in the meeting.

7) **New Business:**

- a) **Chairs for Pool Deck** – 15 chairs are needed to replace the missing chairs.

MOTION: A motion was made by Jeff Kelly to purchase 16 chairs from Leaders to replace the missing chairs. Seconded by Donna Flammang. All in favor, motion passes.

b) **Clean up Wall in Club House -**

MOTION: A motion was made by Bob Hajicek to remove the “entertainment center” from the wall of the clubhouse as per the Elias Brothers proposal and cost, refurbish the wall and purchase a big screen TV and electronics needed not to exceed \$4,500.00. Seconded by Mary Ann Cowart. All in favor, motion passes.

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In accordance with Florida Statutes.

Cc; BOD; LLCA File

- c) **BBQ Deck** – No discussion
- d) **Replace TV** – No discussion
- e) **Trademark** – Laguna Lakes Logo is not a registered trademark and is being used without the permission of the Board of Directors.

MOTION: A motion was made by Mary Ann Cowart to register the Laguna Lakes name and logo as a trademark at a cost of around \$2,700.00. Seconded by Bob Hajcek. All in favor, motion passes.

8) **Other Business:**

- a) **Next meeting** – September 26, 2011

9) **Homeowners Comments** (up to 3 minutes each, time permitting):

Question: Due to the Comcast contract changes when will the homeowners see their \$500.00?

Answer: This will be decided on and discussed at the Budget Meeting.

10) **Adjournment:**

MOTION: A motion was made by Mary Ann Cowart to adjourn the meeting at 9:08 pm. Seconded by Donna Flammang. All in favor, motion passes.

The next meeting will be held on September 26th, 2011 at 7pm.

*Respectfully Submitted by
Kim Hertner, CAM
Patrick K. McGuire, CAM
Alliant Association Management*

[Print](#)**Licensee**

Name:	COWART, MARY ANN	License Number:	604658
Rank:	Real Estate Sales Associate	License Expiration Date:	09/ 30/ 2013
Primary Status:	Current	Original License Date:	10/ 11/ 1993
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
276007	Current, MERISTAR SOUTH SEAS PARTNERSHIP LIMITED Active	Employed By	11/30/1998	Real Estate Partnership	09/30/2012	

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 SEP 26 PM 1:28

ARTICLES OF INCORPORATION
OF
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company ("DECLARANT"), owns certain property in Lee County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Master Declaration for Laguna Lakes (the "DECLARATION") which will affect the SUBJECT PROPERTY. This association is being formed as the association to administer the DECLARATION, and to perform the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Lee County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the COMMUNITY ASSOCIATION.

ARTICLE 1. - NAME AND ADDRESS

The name of the corporation is LAGUNA LAKES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION." The initial address of the principal office of the COMMUNITY ASSOCIATION and the initial mailing address of the COMMUNITY ASSOCIATION is 3300 University Drive, Coral Springs, Florida 33065.

ARTICLE 2. - PURPOSE

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

- 2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
- 2.2 To enforce and exercise the duties of the COMMUNITY ASSOCIATION as provided in the DECLARATION.
 - 2.2.1 To promote the health, safety, welfare, comfort, and social and economic welfare of the members, and the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE 3. - POWERS AND DUTIES

The COMMUNITY ASSOCIATION shall have the following powers and duties:

- 3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
- 3.2 To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:
 - 3.2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - 3.2.2 To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the COMMUNITY ASSOCIATION, and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION'S powers and duties.

3.2.3 To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.

3.2.4 To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS and other property under the jurisdiction of the COMMUNITY ASSOCIATION.

3.2.5 To grant and modify easements, and to dedicate property owned by the COMMUNITY ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

3.2.6 To borrow money for the purposes of carrying out the powers and duties of the COMMUNITY ASSOCIATION.

3.2.7 To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

3.2.8 To obtain insurance as provided by the DECLARATION.

3.2.9 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and for proper operation of the properties for which the COMMUNITY ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

3.2.10 To sue and be sued.

3.2.11 To operate and maintain the surface water management system for the SUBJECT PROPERTY as permitted by the South Florida Water Management District (the "SFWMD"), including all lakes, retention areas, culverts and related appurtenances, as may be applicable, and to comply with the requirements of any permit issued by the SFWMD for the SUBJECT PROPERTY.

3.2.12 To contract for cable television, security and other services for the SUBJECT PROPERTY.

ARTICLE 4. - MEMBERS

4.1 MEMBERS.

4.1.1 PARCEL ASSOCIATION MEMBER. Each PARCEL ASSOCIATION shall be a MEMBER of the COMMUNITY ASSOCIATION. Such membership shall be established upon the filing of the articles of incorporation of the PARCEL ASSOCIATION with the Secretary of State of the State of Florida, and the recording of such articles of incorporation in the public records of the county in which the SUBJECT PROPERTY is located, along with, or as an exhibit to, a PARCEL DECLARATION.

4.1.2 DECLARANT. DECLARANT shall be a MEMBER of the COMMUNITY ASSOCIATION so long as DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT.

4.2 MEMBERS' Voting Rights. The total number of MEMBERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.2.1 Each PARCEL ASSOCIATION MEMBER shall have the number of votes equal to the number of UNITS within the PROPERTY operated by, or subject to the jurisdiction of, that PARCEL ASSOCIATION at the time of such vote. A PARCEL ASSOCIATION MEMBER shall cast its votes in the manner provided by the BYLAWS.

4.2.2 DECLARANT shall have three votes for each vote of any MEMBER other than DECLARANT, so long as DECLARANT is entitled to appoint a majority of the directors of the COMMUNITY ASSOCIATION, as hereafter provided, and thereafter DECLARANT shall have three votes for each UNIT and each PLANNED UNIT contained with the PROPERTY owned by DECLARANT, and contained within any portion of the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION.

4.3 The BYLAWS shall provide for an annual meeting of the members of the COMMUNITY ASSOCIATION and shall make provision for special meetings.

ARTICLE 5. - TERM OF EXISTENCE

The COMMUNITY ASSOCIATION shall have perpetual existence.

ARTICLE 6. - INCORPORATOR

The name and street address of the incorporator is: Eric A. Simon, 2825 University Drive, Suite 300, Coral Springs, Florida 33065.

ARTICLE 7. - DIRECTORS

7.1 The property, business and affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be OWNERS.

7.2 All of the duties and powers of the COMMUNITY ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

7.3 The DECLARANT shall have the right to appoint all of the directors so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, or as otherwise provided by law. The DECLARANT may waive its right to elect one or more directors by written notice to the COMMUNITY ASSOCIATION, and thereafter such directors shall be elected by the members. When the DECLARANT no longer owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, all of the directors shall be elected by the members in the manner provided in the BYLAWS.

7.4 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.

7.5 The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Marc Schneiderman, 3300 University Drive, Coral Springs, Florida 33065
Maryann Crowell, 3300 University Drive, Coral Springs, Florida 33065
Cora DiFiore, 3300 University Drive, Coral Springs, Florida 33065

ARTICLE 8. - OFFICERS

The officers of the COMMUNITY ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from

office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President Marc Schneiderman
Vice President. Maryann Crowell
Vice President/Secretary/Treasurer. . . Cora DiFiore

ARTICLE 9.- INDEMNIFICATION

9.1 The COMMUNITY ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the COMMUNITY ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the COMMUNITY ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the COMMUNITY ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

9.2 To the extent that a director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.3 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized herein.

9.4 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

9.5 The COMMUNITY ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or is or was serving at the request of the COMMUNITY ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the COMMUNITY ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 10. - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the Directors and/or members in the manner provided by the BYLAWS.

ARTICLE 11. - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

11.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

11.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

11.5 If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the SUBJECT PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to Article VII.

11.7 No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the SUBJECT PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

11.8 Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE 12. - DISSOLUTION

In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal, of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION.

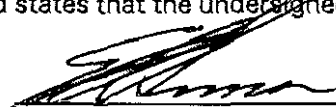
If the local government declines to accept the conveyance then the surface water management system, property containing the surface water management system and water management portions of the COMMON AREAS shall be dedicated to a similar non-profit corporation.

ARTICLE 13.

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the COMMUNITY ASSOCIATION shall be at 2825 University Drive, Suite 300, Coral Springs, Florida 33065. The initial registered agent of the COMMUNITY ASSOCIATION at that address is Eric A. Simon.


WHEREFORE, the incorporator, and the initial registered agent, have executed these ARTICLES on this 25th day of September, 2003. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.


Eric A. Simon, as Incorporator and as
Registered Agent

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25th day of September, 2003, by Eric A. Simon, as Incorporator and as Registered Agent. He is personally known to me.


NOTARY PUBLIC, State of Florida at Large

 Cynthia S Voller
My Commission CC965666
Expires October 07 2004

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 SEP 26 PM 1:22

Exhibit 38

omain Name: LAGUNALAKES.COM

egistrant (Domain Owner):

N/A
Gerard Marino (gmarino007@gmail.com)
PO Box 60733
Fort Myers
FL,33906
US
Tel. +1.2398518883

dministrative Contact:

N/A
Gerard Marino (gmarino007@gmail.com)
PO Box 60733
Fort Myers
FL,33906
US
Tel. +1.2398518883

echnical Contact:

N/A
Gerard Marino (gmarino007@gmail.com)
PO Box 60733
Fort Myers
FL,33906
US
Tel. +1.2398518883

reation Date: 29-Apr-2002

xpiration Date: 29-Apr-2015

omain Name Servers (random order):

buy.internettraffic.com
sell.internettraffic.com

tatus:LOCKED

Note: This Domain Name is currently Locked. In this status the domain name cannot be transferred, hijacked, or modified. The Owner of this domain name can easily change this status from their control panel.

This feature is provided as a security measure against fraudulent domain name hijacking.

egistration Service Provider:

Register4less, Inc.,
Support Email: support@r4l.com
Support Phone: +1.5149056500
<http://register4less.com>



Located in south Fort Myers, Laguna Lakes is home to 614 residences on 151 beautifully landscaped acres with 33 acres of lakes.

Located just minutes from Sanibel Island and Fort Myers Beach, a half mile from Health Park Hospital, across from the new Lakes Library and just minutes from schools, shopping and recreation.

Since Laguna Lakes opened in 2004, Gerard Marino has so outsold every other REALTOR, he is known as "Mr Laguna Lakes."

To contact Gerard Marino by email, [click here](#).

For more immediate service, please call Gerard Marino at 239-851-8883.

To see a one minute Laguna Lakes video, please [click here](#).

Gerard Marino, CCIM

Amerivest Realty of Lee Island Coast

7800 University Point Dr Suite 400

Fort Myers, FL 33907

239-851-8883

Who-is Record

Laguna Lakes Community Association, Inc.

15250 Lakes of Laguna Blvd.
Fort Myers, Florida 33908
United States

Registered through: GoDaddy.com, LLC (<http://www.godaddy.com>)

Domain Name: **LAGUNALAKESASSOCIATION.COM**

Created on: 24-Aug-06

Expires on: 24-Aug-12

Last Updated on: 26-May-10

Administrative Contact:

Lakes, Laguna noc@SolutionSense.com
Laguna Lakes Community Association, Inc.
15250 Lakes of Laguna Blvd.
Fort Myers, Florida 33908
United States
(239) 482-1469

Technical Contact:

Lakes, Laguna noc@SolutionSense.com
Laguna Lakes Community Association, Inc.
15250 Lakes of Laguna Blvd.
Fort Myers, Florida 33908
United States
(239) 482-1469

Domain servers in listed order:

NS.RACKSPACE.COM
NS2.RACKSPACE.COM

http://lagunalakesassociation.com/lagunalakes/outside_home.asp


Laguna Lakes - Home Page

Laguna Lakes
COMMUNITY
ASSOCIATION

Public Homepage
Resident Login
Request Login
Online Payments

Amenities
Homes/Condos
For Sale
Homes/Condos
For Rent
Map

Laguna Lakes Community- "an exceptional place to live!"



Located in tropical Southwest Florida, the upscale community of Laguna Lakes is within easy proximity to Fort Myers Beach and the barrier islands of Sanibel and Captiva. Beautiful homes and condominiums comprise this residential setting, along with sparkling lakes and lush tropical vegetation. Our Clubhouse features many amenities including a gorgeous fully equipped kitchen and dining room, lovely "Family style" room for casual get togethers, and billiard room for entertainment. The Clubhouse Complex includes tennis courts, a family pool, children's wading pool, spa, exercise room and volleyball court. All of the amenities for "Gracious Living" in a tropical setting.

This web site is a service of [Alliant Property Management, LLC](#)



Exhibit 42

Homes/Condos For Sale in Laguna Lakes Community

To place an Ad under Homes/Condos for Sale, the property must be located in Laguna Lakes and you must be the registered owner of this property.

Please contact: Alliant Property Management

info@alliantproperty.com

Homes for Sale

None Currently Posted

This web site is a service of [Alliant Property Management, LLC](#)

3/30/2012

Resident Home

Public Home

LLCA Community
Association

LLCA Board Info

LLCA Committees

LLCA Documents

LLCA FAQ's

Account Info

Alliant Property
Management

Amenities

CDD Info

Classified Ads/ Services

Club House Manager

eForms

eMail Bulletins

Events Calendar

Gate Access

Homes/ Condos
For Rent

Homes/ Condos
For Sale

[Lost and Found](#)

[New Residents](#)

[News/ Weather & Area Links](#)

[Online Payment](#)

[Photo Albums](#)

[Request / Question](#)

[Site Search](#)

[User Profile](#)

[Volunteer Needs](#)

[What's Nearby?](#)

[What's New](#)

[LLCA Parcels](#)

[Beverly Hills Community Association Inc.](#)

[Monterey Community Association Inc.](#)

[Pebble Beach Condominium Association Inc.](#)

[Santa Barbara Community Association Inc.](#)

[FL Bill News](#)

LagunaLakesAssociation.com website for association documents.
Screenshot 11/8/2012

The screenshot shows a web browser window with the URL http://www.lagunalakesassociation.com/lagunalakes/document_main.asp. The page features a blue header with the "Laguna Lakes COMMUNITY ASSOCIATION" logo. A left sidebar contains a navigation menu with links such as "Resident Home", "Public Home", "LLCA Community Association", "LLCA Board Info", "LLCA Committees", "LLCA Documents", "LLCA FAQ's", "Account Info", "Alliant Property Management", "Amenities", "CDD Info", "Classified Ads/Services", "Club House Manager", "eForms", "eMail Bulletins", "Events Calendar", "Gate Access", "Homes/Condos For Rent", "Homes/Condos For Sale", "Lost and Found", "New Residents", "News/Weather & Area Links", "Online Payment", "Photo Albums", "Request / Question", "Site Search", "User Profile", "Volunteer Needs", "What's Nearby?", "What's New", "LLCA Parcels", "Beverly Hills Community Association Inc.", "Monterey Community Association Inc.", "Pebble Beach Condominium Association Inc.", and "Santa Barbara Community Association".

The main content area is titled "Laguna Lakes Community Homeowners" and "Association Documents". It includes a "Most Popular Documents" section and a "CHOOSE A CATEGORY" dropdown menu. The list of documents includes:

- 4/25/11 Board of Directors Meeting Agenda (Board Meeting Agenda)**
155 views (15 KB) [more]
- Laguna Lakes Community Association Inc.- Declaration-Articles & By-Laws (Declaration/Articles/By-Laws)**
107 views (2036 KB) [more]
- Approved Minutes of 1/31/11 BOD Organizational Mtg (Board Meeting Minutes)**
103 views (31 KB) [more]
- Approved Minutes 11/28/2011 (Board Meeting Minutes)**
52 views (29 KB) [more]
- June 2012 (Board Meeting Minutes)**
49 views (14 KB) [more]
- July LLCA BOD 2012 Minutes (Board Meeting Minutes)**
48 views (25 KB) [more]
- Approved Minutes of 10/25/10 BOD Mtg (Board Meeting Minutes)**
39 views (42 KB) [more]
- Rules and Regulations (Rules and Regulations)**
39 views (36 KB) [more]
- Approved Minutes of 09-26-11 BOD Mtg (Board Meeting Minutes)**
33 views (132 KB) [more]
- Approved Minutes of 1/25/10 Annual Mtg (Annual Meeting Minutes)**
28 views (12 KB) [more]

At the bottom of the page, a footer states: "This web site is a service of [Alliant Property Management, LLC](#)".



RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

Record & Return to:
FIRST FLORIDA TITLE SERVICES
ONE S. OCEAN BLVD. #308
BOCA RATON, FL 33432

INSTR # 5997823
Official Records BK 04083 PG 1622
RECORDED 10/06/2003 02:22:47 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 213.00
DEPUTY CLERK A Janke

MASTER DECLARATION FOR LAGUNA LAKES

This DECLARATION includes the following Exhibits:

- Exhibit "A" - Legal Description of the SUBJECT PROPERTY (and LOT groups)
- Exhibit "B" - Articles of Incorporation of COMMUNITY ASSOCIATION
- Exhibit "C" - Bylaws of the COMMUNITY ASSOCIATION

THIS MASTER DECLARATION FOR LAGUNA LAKES is made this 1 day of October, 2003, by TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company ("DECLARANT").

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION will also establish an association which may own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the association will be shared by the owners of the property.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. **DEFINITIONS.** The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.1 **APPROVING PARTY** means DECLARANT, so long as DECLARANT owns any LOT, or until DECLARANT assigns its rights as the APPROVING PARTY to the COMMUNITY ASSOCIATION, and thereafter means the COMMUNITY ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY to the COMMUNITY ASSOCIATION in whole or in part. Notwithstanding the foregoing, DECLARANT, and not the COMMUNITY ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any improvements within the SUBJECT PROPERTY by any builder or developer.

1.2 **ARTICLES** means the Articles of Incorporation of the COMMUNITY ASSOCIATION, as same may be amended from time to time.

DECLARATION-1

2006 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N03000008338

FILED
Apr 13, 2006
Secretary of State

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Exhibit 45

Current Principal Place of Business:

3300 UNIVERSITY DRIVE
CORAL SPRINGS, FL 33065

New Principal Place of Business:

1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103

Current Mailing Address:

C/O SOUTHWEST PROPERTY MGMT.
1044 CASTELLO DR., #206
NAPLES, FL 34103

New Mailing Address:

1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103

FEI Number: 20-0277963

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

SIMON, ERIC A
2825 UNIVERSITY DRIVE
SUITE 300
CORAL SPRINGS, FL 33065 US

Name and Address of New Registered Agent:

SOUTHWEST PROPERTY MANAGEMENT CORP
1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEPHEN E. WILLIAMS

04/13/2006

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: PD () Delete
Name: SCHNEIDERMAN, MARC
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: VD () Delete
Name: CROWELL, MARYANN
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: VSTD () Delete
Name: DIFIORE, CORA
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: () Delete
Name:
Address:
City-St-Zip:

Title: () Delete
Name:
Address:
City-St-Zip:

Title: () Delete
Name:
Address:
City-St-Zip:

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: PD (X) Change () Addition
Name: GARZIA, JOSEPH
Address: 9200 BELLEXA WAY, #201
City-St-Zip: FORT MYERS, FL 33908

Title: VD (X) Change () Addition
Name: NEIGHBORS, PAUL
Address: 8699 PASEO DE VALENCIA ST
City-St-Zip: FORT MYERS, FL 33908

Title: TD (X) Change () Addition
Name: SEELE, THOMAS
Address: 9149 PASEO DE VALENCIA ST.
City-St-Zip: FORT MYERS, FL 33908

Title: SD () Change (X) Addition
Name: GRAY, RICHARD
Address: 15359 LAGUNA HILLS DRIVE
City-St-Zip: FORT MYERS, FL 33908

Title: D () Change (X) Addition
Name: ADKINS, RALPH
Address: 8700 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: D () Change (X) Addition
Name: BEAULIEU, WILLIAM
Address: 9150 PASEO DE VALENCIA ST
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: JOSEPH GARZIA

P

04/13/2006

Electronic Signature of Signing Officer or Director

Date

January 30, 2003

Dear Laguna Lakes Priority Position Holder:

As you prepare to participate in Transeastern Homes' Priority Selection Event scheduled for the weekend of February 7th, 8th and 9th, we invite you to review the enclosed information:

- Complete Laguna Lakes brochure including the overall site plan
- Purchase and Sale Agreement for the single family or coach homes
- Community Development District information
- Updated Price List
- Home site location premiums for released phases
- Frequently Asked Questions pertaining to the Priority Selection Event
- Special Savings Coupon

Once you have reviewed the above-referenced documents, please feel free to contact your Laguna Lakes Sales Executive at (239)-481-5600 or toll free at (866)-L A G U N A 5 to clarify any questions or concerns you may have. Because of the overwhelming response to the Priority Selection offering, with almost 300 reservations taken thus far, each Priority Position Holder will be allotted 30 minutes to pick a floor plan and home site.

Please be prepared with the following:

- 1st, 2nd and 3rd choice of floor plans, including your desired exterior front elevation
- One to 5 choices in your home site location
- **The balance of funds to total 10% earnest money deposit; personal checks will be accepted.**

Laguna Lakes Sales Executives will be meeting with several hundred prospective purchasers on Saturday and Sunday, February 8th and 9th; therefore, it is extremely important that you arrive on time for your scheduled appointment. We look forward to seeing you at the Laguna Lakes Priority Selection weekend.

Sincerely,



Maryann Crowell

Transeastern Homes—Southwest Florida Division



(239) 481-5600
Toll Free: 1-866-LAGUNA 5
Fax: (239) 481-5636
www.lagunalakes.com

9201 Gladiolus Drive • Fort Myers, FL 33908

When it comes to real estate in Laguna Lakes, who you choose matters.

PRSRT STD
ECRWSS
U.S. POSTAGE
PAID
EDDM RETAIL

LOCAL
POSTAL
CUSTOMER

Are you or a friend considering buying or selling a home in Laguna Lakes? If you are, now is the perfect time to consult a Real Estate Professional who can achieve the results you deserve.

There is only one person who can achieve this goal with you: Kris Asquith. With this top producing Southwest Florida Real Estate Professional, you will get more...

- Local market and community real estate knowledge
- Access to cutting-edge marketing tools and resources
- Personalized attention to your specific lifestyle needs and financial goals
- Everything you need to get your Laguna Lakes home or condo sold and/or find the home of your dreams!

No other Real Estate Professional in Southwest Florida can come close to the level of service and experience you will find with Kris Asquith.



KRIS ASQUITH YOUR NEIGHBOR AND YOUR NEIGHBORHOOD EXPERT



Real Estate Expert
(239) 300-1427

Kris@FindParadiseWithKris.com

www.FindParadiseWithKris.com





Free October 2012 Report On Laguna Lakes Home Prices

If you're curious about what your Laguna Lakes home may be worth, here's an easy way to find out what homes like yours are selling for in today's market.

Plus: Get a free report with up-to-the-minute statistics based on all the homes for sale and sold in Laguna Lakes over the last six months in all price ranges. To get your free report on Laguna Lakes home prices, just call **888-897-5893, ext. 20** for a 24-hour free recorded message, or go to

www.LagunaLakesHomeReport.com.

Reports provided by Brett Crume, REALTOR, e-PRO
RE/MAX Realty Group 239-210-4580.

Not intended to solicit properties already listed for sale.

OPEN HOUSE:

Sunday, Sept. 30, 1:30 pm - 3:30 pm

PRSRT STD
US POSTAGE
PAID
FT MYERS, FL
Permit No: 790

Laguna Lakes

15665 Alton Drive

\$319,940

5 bedroom / 3 bath / 3 car garage,

Pool & Spa, Lake View

- Granite and Stainless Kitchen
- New Floors • New Paint
- Many more new touches!

Other Area Listings

Parker Lakes - Just Listed!

3/2/2 Single Family House

Just updated:

- Gourmet Kitchen • New Floors
- Freshly Painted

\$159,940 - \$99/month total fees



Jason H. Schroeder
Realtor®

Direct: (239) 823-9090
realtor123@hotmail.com

www.FortMyersSold.com

John G & Barbara Marino
or current resident
9069 Paseo De Valencia St
Fort Myers, FL 33908-9662

www.FortMyersSold.com

Exhibit 4 to
Rothschild Declaration

Chad Rothschild

From: Scott behren <scott.behren@gmail.com>
Sent: Thursday, May 01, 2014 1:52 PM
To: Chad Rothschild; W. Scott Harders; Donna Flammang
Cc: Scott Behren; Gerard Marino CCIM; Garrett Barten
Subject: Marino v. Laguna Lakes
Attachments: Marino Pretrial Disclosures.pdf

Attached are our pretrial disclosures for this matter. Feel free to contact me if you have any questions.

--

Scott M. Behren, Esq.
Behren Law Firm
2893 Executive Park Drive
Suite 110
Weston, FL 33331
(954) 636-3802
Fax (772) 252-3365
scott@behrenlaw.com
www.behrenlaw.com
www.takethisjobshoveitblog.com (employee rights blog)
Twitter: Flaemploylaw

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In the matter of trademark application Serial No. 85411955
For the mark LAGUNA LAKES Published in the Official Gazette on
February 28, 2012**

Consolidated Opposition No: 91204897

91204941

JOHN GERARD MARINO

v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

**JOHN GERARD MARINO'S
PRETRIAL DISCLOSURES**

John Gerard Marino ("Marino"), by and through his undersigned counsel
hereby provides his pretrial disclosures in this matter and states as follows:

Marino expects the following witnesses to testify at the trial of this matter:

-John Gerard Marino

-Art Falcone

-Jeff Kelly

-Mary Ann Cowart

-Patrick Tardiff

-Robert Allen Hajicek

-Neil Eisner

-Corporate Rep of Laguna Lakes Community Association, Inc.

-Any necessary records custodians

-Any necessary rebuttal witnesses

Marino expects to use the following documents as exhibits at the trial of this matter:

-All applications filed for subject trademarks

-All advertising materials of Transeastern for Laguna Lakes

-Ft. Myers NewsPress ad from Feb. 2, 2003;

-Transeastern Homes flyer for Laguna Lakes “Grand Opening of 9 Super Models”

-Bankruptcy filings for TOUSA, Inc., Case Number 08-10928 JKO

-Print from Waybackmachine re: owner of lagunalakes.com

-Articles of Incorporation for Laguna Lakes Community Association, Inc.

-Who-is Record for lagunalakesassociation.com

-Article dated July 2, 2007 re: TOUSA Settles Transeastern Deal

-Print out of Lagunalakes.com dated 12/12/05

-Business cards for Mr. Laguna Lakes

-Receipt from Pro Photo & Digital dated 8/3/04

-website printout for Laguna Lakes Community Association

-website printout for Laguna Lakes Community Association dated 3/30/12

-website printout for Laguna Lakes Community Association dated 3/30/12

“Homes for Rent”

- Photos of Marino from 2/8/03
- Remax letter dated 4/10/03 for Gerard Marino
- Invoice and Check for Arthur Printing dated 5/20/05
- Who Is Report for Mrlagunalakes.com
- Postcard from Marino and Amerivest
- LLCA Board Minutes including one dated 8/22/11
- Invoice and check from Above the Rest Imaging dated 7/6/05
- Letter dated 3/11/04 from Transeastern to Gerard Marino
- All deeds and public records for LLCA and Transeastern and any of its Master Associations and related entities
- All necessary charts or diagrams
- All responses to discovery requests

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by electronic mail on this 1 day of May 2014 to: Donna M. Flammang, Esq., Brennan Manna & Diamond, P.L., 3301 Bonita Beach Road, Suite 100, Bonita Springs, FL 34134.

BEHREN LAW FIRM
2893 Executive Park Drive Suite 110
Weston, FL 33331
(954) 636-3802
scott@behrenlaw.com
By:/ Scott M. Behren/
Scott M. Behren
Fla. Bar 987786

Exhibit 5 to
Rothschild Declaration

UNITED STATES PATENT AND TRADEMARK
OFFICE-Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

Opposition No: 91204897
Opposition No: 91204941

JOHN G. MARINO

vs.

LAGUNA LAKES COMMUNITY
ASSOCIATION, INC.

_____/

NOTICE OF TESTIMONY DEPOSITION

PLEASE TAKE NOTICE that the undersigned will take the deposition of:

<u>Name</u>	<u>Date</u>	<u>Time</u>
John Gerard Marino	October 8, 2014	11:00 am

upon oral examination before an officer qualified to administer oaths at the offices of Von Ahn Associates Court Reporting, 13241 University Drive, Suite 104, Ft. Myers, FL 33907 for the above-styled cause. The deposition shall be conducted pursuant to local rules and shall continue day to day, weekends and holidays excepted, until completed.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was e-mailed this 2 day of October 2014 to: Chad Rothschild, Esq. and Donna Flammig, Esq., Brennan, Manna & Diamond, LLC, 75 East Market St. | Akron, OH 44308.

Behren Law Firm
2893 Executive Park Drive, Suite 110
Weston, FL 33331
(954) 636-3802
(772) 252-3365 - fax
scott@behrenlaw.com

By: / Scott M. Behren/
Scott M. Behren
Fla. Bar No. 987786

Exhibit 6 to
Rothschild Declaration

Chad Rothschild

From: W. Scott Harders
Sent: Thursday, October 02, 2014 4:49 PM
To: Scott behren
Cc: Scott Behren; Chad Rothschild; Donna Flammang
Subject: RE: Marino Case

I cannot make 10/8 as you know due to scheduled oral arguments before the Court of Appeals for the Federal Circuit in Washington DC on that day. You also know I will be return travelling on the 9th. I may be able to attend telephonically starting in the afternoon if that is enough time. Otherwise, kindly revert to one of 10/6 or 10/10 which worked for you two days ago.

I also disagree with your contention that you can use the non-party, discovery depositions of Kelly and Cowart as testimony under the board's order. Finally, I object to any attempt to try to enlarge the testimony, witnesses or evidence from your pretrial disclosures and discovery phase which is now closed.

If we cannot agree to these points, I suggest we attempt a phone conference with the interlocutory attorney tomorrow.
Scott

W. Scott Harders
Brennan, Manna & Diamond, LLC
The Carnegie Building
75 East Market Street
Akron, OH 44308

Direct Dial: (330) 253-3715
Fax: (330) 253-3745
email: wsharders@bmdllc.com